AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HART INTERCIVIC, INC.

THIS AGREEMENT, entered into this ___ day of _____, 2006, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, located at 400 County Center, Redwood City, California 94063, (hereinafter called "COUNTY") and Hart InterCivic, Inc., a Texas Corporation, with its principal place of business located at 15500 Wells Port Drive, Austin, Texas 78728 (hereinafter called "HART");

W I T N E S S E T H:

WHEREAS, pursuant to California Government Code, Section 31000, COUNTY may contract with independent contractors for the furnishing of such services to or for COUNTY or any Department thereof; and

WHEREAS, it is necessary and desirable that HART be retained for the purpose of providing hardware, firmware, and software for a countywide voting system and related system support and consulting services, to be managed by COUNTY's Department of the Assessor-County Clerk-Recorder (hereinafter called "CARE"); and

WHEREAS, HART has represented that its System (as defined under "Definitions") is a Direct Record Electronic (DRE) Voting System and a digital scan voting system both certified by the Office of the California Secretary of State in whole and in part as required by law, regulation and/or as requested by COUNTY, including but not limited to: the entire system; DRE functionality; ballot creation software; tabulation and reporting; absentee-by-mail voting and procedures; and language certification for English, Spanish, and Chinese;

NOW, THEREFORE, the parties hereto mutually agree as follows:

EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A:	Software, Hardware and Services
Exhibit A.1:	Training Course Outlines and Planner
Exhibit A.2:	Documentation
Exhibit B:	Payment and Rates
Exhibit C:	Acceptance Testing
Exhibit D:	Project Schedule
Attachment 1:	Certification & Approval of Insurance
Attachment 2:	Compliance Declaration: Equal Employee Benefits
Attachment 3:	Compliance Declaration: §504 of Rehabilitation Act

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TABLE OF PROVISIONS **Page(s)**

A. DEFINITIONS 3
1. Software
2. Hart Voting System / System / eSlate® System / eSlate® Electronic Voting System / DRE Voting System / and eRegistry™
3. Site
4. Firmware
5. Hart Hardware

B. ARTICLES
1. Performance 4
2. Term 4
3. Termination 4
4. Payment 4
5. Governing Law & Venue 5
6. Entire Contract 5
7. Amendments 5
8. Taxes 5
9. Delivery 5
10. Acceptance / Payment 5
11. Assignment or Subcontracting 5
12. Non-Discrimination 6
13. Consent to Breach Not Waiver 7
14. Remedies Not Exclusive 7
15. Independent Contractor 7
16. Performance 7
17. Indemnification and Insurance 7
18. Bills and Liens 10
19. Changes 10
20. Change of Ownership 10
21. Force Majeure 10
22. Confidentiality of COUNTY Information 11
23. Compliance with Laws 11
24. Retention of Records, Right to Monitor and Audit 11
25. Freight 11
26. Pricing 11
27. Terms and Conditions 11
28. Headings 11
29. Calendar Days 12
30. Attorney Fees 12
31. Authority 12
32. HART Bankruptcy/Insolvency 12
33. Conflict of Interest 12
34. Conflict with Law 12
35. Title to Data 12
36. Default—Equipment, Software or Service 12
37. Default—Reprocurement Cost 13
38. System—Acceptance Testing 13
39. Software/Firmware Maintenance 13
40. Errors and Omissions 13

41. News/Information Release 13
42. Notices 14
43. Precedence 14
44. Project Schedule 14
45. Software License 14
46. Warranties 16
47. Licensed Software & Firmware Support & Maintenance Services 19
48. Hart Hardware Warranty and Repair Service Process 21
49. Confidentiality of HART Information 21
50. Source Code Escrow 22
51. Subject to Fiscal Appropriations 23
52. State Funds—Audits 23
53. Compliance with Contractor Employee Jury Service Ordinance 23
54. Most Favored Customer 23
55. COUNTY Responsibilities 23
56. Trademarks 24

A. DEFINITIONS

1. **Software.** The term "Software" shall mean the computer programs that are provided to COUNTY. Software will be provided only in object code. The term "Software" includes any corrections, bug fixes, enhancements, updates, versions, new releases, derivatives, improvements, rewrites, and other modifications, including custom modifications, to such computer programs that are provided to COUNTY. "Software" also includes all user manuals and documentation that are provided to COUNTY, and all copies thereof. "Software" includes the Hart Proprietary Software listed below and the Non-Hart Software listed in Exhibit **A**. The "Hart Proprietary Software" is BOSS™, Tally™, Ballot Now™, Servo™, Rally™, and eRegistry™. "Non-Hart Software" includes Non-Hart Sublicensed Software, consisting of Sybase, Inc. software that is sublicensed to COUNTY and Non-Hart Licensed Software that is licensed by third party licensor(s) directly to COUNTY, both as identified in Exhibit **A**. "Licensed Software" is defined in Article 45.A.

2. **Hart Voting System, HVS, System, eSlate® System, eSlate® Electronic Voting System, DRE Voting System, and eRegistry™**. The terms "Hart Voting System", "System", "eSlate® System," "eSlate® Electronic Voting System", "DRE Voting System", and "eRegistry™" shall mean the functional unit, consisting of one or more computers, telecommunication networks, and other equipment, hardware and associated software that uses common storage for all or part of the data necessary for the execution of the program comprising the fully integrated electronic voting system described on Exhibit A, as certified by the Office of the California Secretary of State as required by statute, and accompanying support services.

3. **Site.** The term "Site" shall mean 40 Tower Road, San Mateo, California and all voting locations throughout COUNTY's jurisdictional boundaries.

4. **Firmware.** The term "Firmware" shall mean the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by the end user.

5. **Hart Hardware**. The term "Hart Hardware" shall mean the eSlate® hardware created by Hart InterCivic, Inc., including eSlate® Units, JBC™ Units, and DAU™ Units, VBO Units and hardware.

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B. ARTICLES

1. **Performance.** Services to be performed and products to be delivered by HART shall consist of the provision of the Hart Voting System as further set forth in Exhibit A and all additional services set forth in the exhibits, including but not limited to, Project Management, Training, Voter Education and Outreach, Hardware, Software (including Support and Maintenance) and all applicable warranties.

2. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 15, 2006 through August 15, 2011. The term of the Software license granted under this Agreement is perpetual. The term of HART's obligation to provide support and maintenance is four (4) years beginning with the acceptance of the Software and expiring on the fifth (5^{th}) anniversary of that acceptance. COUNTY may, at its option, renew such maintenance and support obligations on or before one hundred eighty (180) days after such expiration. For such support and maintenance services provided prior to December 31, 2015, renewal rates for such support and maintenance will not exceed those shown in Exhibit B.

3. **Termination.** Unless specified otherwise in writing,

   (a) This Agreement may be terminated by COUNTY, the Assessor-County Clerk- Recorder or his/her designee at any time without a requirement of good cause upon thirty (30) days written notice to HART. Exercise by COUNTY of its right to terminate the Agreement shall relieve COUNTY of all further obligation except as otherwise provided herein.

   (b) HART has the right to terminate this Agreement at any time not less than 120 days prior to any countywide election to be held in San Mateo County, without a requirement of good cause upon thirty (30) days' written notice to COUNTY.

   (c) In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as "materials") supplied by HART under this Agreement shall become the property of COUNTY and shall be promptly delivered to COUNTY. Upon termination, HART may make and retain a copy of such materials. Subject to availability of funding, HART shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. **Payment.** HART agrees to accept and COUNTY agrees to pay the specified compensation as set forth in Exhibit B as full remuneration for satisfactorily performing all services and furnishing all products, staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by HART of all its duties and obligations hereunder.

   COUNTY reserves the right to withhold payment if COUNTY determines that the quantity or quality of the work performed and products delivered are not in compliance with the requirements of this Agreement. In no event shall COUNTY's total fiscal obligation under this Agreement exceed Ten Million, Four Hundred Fifty-Three Thousand, Five Hundred Sixteen Dollars (U.S.) and Forty-Nine cents ($10,453,516.49).

   Payment/Invoicing. At least quarterly, HART shall submit to COUNTY an invoice detailing services rendered and products delivered during that period. Payment will be net twenty (20) days after approval of an invoice by COUNTY, and by the State of California (hereinafter called "STATE") if required, and receipt of funds by COUNTY from STATE for the payment of said invoice, if required, and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with HART.

Invoices are to be sent to:

San Mateo County Elections Office
555 County Center
Redwood City, California 94063
Attention: David Tom

5. **Governing Law and Venue.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Mateo County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

6. **Entire Contract.** This Agreement, including the exhibits hereto and incorporated herein by reference, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or incorporated by reference. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding.

7. **Amendments.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY or HART unless authorized by COUNTY and HART in writing.

8. **Taxes.** Unless otherwise provided herein or by law, price quoted includes all applicable California state sales taxes.

9. **Delivery.** Time of delivery of goods or services is of the essence in this Agreement. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the specifications, representations and/or warranties set forth herein. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it of the right to return goods already accepted at HART's expense until such time as all of the goods have been accepted. Overshipments and undershipments of goods shall be only as agreed to in writing by COUNTY. Each delivery shall not be deemed to be complete until all goods or services required by that delivery have actually been received and accepted as set forth in Article 11 ["Acceptance/Payment"].

10. **Acceptance/Payment.** Unless otherwise agreed to in writing by COUNTY,

    (a) Acceptance shall not be deemed complete unless all acceptance testing as further set forth in Exhibit C has been completed and services have been performed to the reasonable satisfaction of COUNTY;

    (b) Any acceptance by COUNTY of the System or any component piece or service shall be in writing;

    (c) No payment shall be due and owing or deemed to have been earned by HART unless acceptance of the goods or services is in writing by COUNTY.

11. **Assignment or Subcontracting.** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Neither the performance of this Agreement nor any portion thereof may be assigned or subcontracted by HART without the express written consent of COUNTY. Any attempt by HART to assign or subcontract the performance or any

portion thereof of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement. Any such assignment or subcontract without COUNTY's prior written consent shall give COUNTY the right to automatically and immediately terminate this Agreement.

In the event of authorized subcontracting, COUNTY shall look to HART for the results of its subcontractor. This Agreement shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Agreement. HART agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of HART. No subcontractor shall alter in any way any legal responsibility of HART to COUNTY. This Agreement shall prevail over those of any such subcontract or assignment. COUNTY shall look to HART to ensure performance in the manner in which COUNTY expects to receive services. Except as otherwise provided herein, all matters related to this Agreement shall be addressed directly between HART and COUNTY.

Upon expiration of the term of any subcontract for any reason, COUNTY shall have the right to enter into direct contracts with any subcontractors. HART represents, warrants, and agrees that its arrangements with such subcontractors shall not prohibit or restrict such subcontractors from entering into direct contracts with COUNTY.

12. **Non-Discrimination.**

(a) **Section 504 applies only to contractors who are providing services to members of the public.** HART shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

(b) **General non-discrimination.** No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

(c) **Equal employment opportunity.** HART shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. HART's equal employment policies shall be made available to COUNTY upon request.

(d) **Violation of non-discrimination provisions.** Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject HART to penalties, to be determined by the COUNTY's County Manager, including but not limited to:

(i) termination of this Agreement;
(ii) disqualification of HART from bidding on or being awarded a COUNTY contract for a period of up to three (3) years;
(iii) liquidated damages of $2,500 per violation;
(iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

(e) To effectuate the provisions of this section, the County Manager shall have the authority to examine HART's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to HART under the Agreement or any other contract between HART and COUNTY.

HART shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified HART that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. HART shall provide COUNTY with a copy of its response to the complaint when filed.

(e) **Compliance with Equal Benefits Ordinance**. With respect to the provision of employee benefits, HART shall comply with the COUNTY's ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

(f) HART shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

13. **Consent to Breach Not Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14. **Remedies Not Exclusive.** Except as otherwise provided herein, the remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and, except as otherwise provided herein, the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

15. **Independent Contractor.** HART shall be considered an independent contractor and neither HART, its employees, nor anyone working under HART shall be considered an agent or an employee of COUNTY. Neither HART, its employees nor anyone working under HART shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

16. **Performance.** HART and its subcontractors shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to COUNTY's reasonable satisfaction. HART shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by HART under this Agreement. HART shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish, unless otherwise provided, all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of HART's work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

17. **Indemnification and Insurance.**

(a) Indemnification Provisions. HART agrees to indemnify, defend with counsel approved in writing by COUNTY, such approval not to be unreasonably withheld, and hold COUNTY, its elected and appointed officials, officers, employees, servants and agents (collectively, the "COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature to the extent caused by HART, including but not limited to: (A) injuries to or death of any person, including HART; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from HART's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations

promulgated thereunder, as amended; or (D) any other loss or cost, resulting from the performance of any work required of HART; provided, that HART shall not be liable to the extent any of the foregoing is solely caused by COUNTY or any third party. HART's obligation to indemnify COUNTY and the COUNTY INDEMNITEES is contingent upon: (a) COUNTY providing HART with prompt written notice of the claim subject to indemnity; (b) COUNTY reasonably cooperating with HART in the defense and settlement of such claims; and (c) COUNTY permitting HART to control the defense and settlement of such claims with attorneys reasonably acceptable to COUNTY. HART will not be obligated to indemnify COUNTY for any settlements entered into without HART's prior written consent.

The duty of HART to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(b) Insurance Provisions. Prior to the provision of services under this contract, HART agrees to purchase all required insurance at HART's expense and to deposit with COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of HART pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for HART.

HART may elect to self-insure or carry commercial policy deductibles provided they meet or exceed all provisions of this Section 18 throughout the term of this Agreement and are in a form acceptable to COUNTY.

If HART elects to self-insure or carry commercial policy deductibles for this Agreement, in addition to and without limitation of any other provision of this Agreement, HART agrees to all of the following:

A. The duty to defend COUNTY from any liability claim or suit to which this Article applies, is broader than HART's duty to indemnify; and

B. HART shall have the right and duty to defend COUNTY from any and all liability claims or suits if there is any potential for indemnity under this Agreement on any conceivable theory; and

C. The provisions of California Civil Code Section 2860 shall apply to any action which is covered by the duty to defend in this Agreement and said provisions shall be interpreted as though HART was an insurer and COUNTY was the insured.

D. A certificate of self-insurance issued by the California Department of Motor Vehicles must be submitted if automobile liability is self-insured or there is a self-insured retention.

HART shall be responsible for reimbursement of any deductible to the insurer.

If HART fails to maintain insurance reasonably acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

Qualified Insurer. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the "Best's Key Rating Guide - Property/Casualty - United States & Canada" or www.ambest.com shall be an "A (Secure Financial Strength) and "VIII" (Financial Size).

If the carrier is a non-admitted carrier in the State of California, COUNTY's Office of Risk Management retains the right to approve or reject the carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by HART shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	$1,000,000 combined single limit per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory (except for the exception noted below)
Employers' Liability Insurance	$1,000,000 per occurrence
Professional Liability Insurance	$1,000,000 per claims made or per occurrence

All liability insurance, except professional liability, required by this Agreement shall be at least $1,000,000 combined single limit per occurrence. However, COUNTY will accept HART's current "excess liability" coverage as satisfactory coverage for any difference between HART's current Texas statutory workers' compensation coverage ($500,000) and California's required workers' compensation limits. Professional liability may also be provided on a "claims made" basis. The minimum aggregate limit for the commercial general liability policy shall be $2,000,000. [COUNTY must receive approval from COUNTY's Risk Management Unit.]

COUNTY shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by HART under the terms of this Agreement (except workers' compensation, employer's liability and professional liability). An additional-insured endorsement evidencing that COUNTY is an additional insured shall accompany the certificate of insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that HART's insurance is primary and non-contributing shall specifically accompany the certificate of insurance for the commercial general liability.

All insurance policies required by this Agreement shall give COUNTY 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the certificate of insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Agreement shall waive all rights of subrogation against COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The commercial general liability policy shall contain a Severability of Interests clause.

HART is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or be self-insured in accordance with the provisions of that code. HART will comply with such provisions and shall furnish COUNTY satisfactory evidence that HART has secured, for the period of this Agreement, statutory workers' compensation insurance and employers' liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to COUNTY's representative, as specified in Article 42(Notices).

If HART fails to provide the insurance certificates and endorsements within seven (7) days of notification by COUNTY's Risk Management Office or COUNTY's Elections Office, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require HART to reasonably increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by COUNTY's Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify HART in writing of changes in the insurance requirements. If HART does not, within thirty (30) days of receipt of such notice, deposit with COUNTY copies of acceptable certificates of insurance and endorsements incorporating such changes this Agreement may be in breach, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit HART's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

The COUNTY certificate of insurance and the special endorsement for COUNTY can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

18. **Bills and Liens.** HART shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. HART shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, HART shall promptly procure its release and, in accordance with the requirements of Article 18 (a) above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

19. **Changes.** HART shall make no changes in the work or perform any additional work without COUNTY's specific written approval.

20. **Change of Ownership.** HART agrees that if there is a change or transfer in ownership of HART's business prior to completion of this Agreement, the new owners shall be required under the terms of sale or other transfer to assume HART's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

21. **Force Majeure.** HART shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided HART gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and HART avails itself of any available remedies.

22. **Confidentiality of COUNTY Information.** HART agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information that is not publicly available pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by HART and HART's staff, agents and employees.

23. **Compliance with Laws**: HART represents and warrants that services to be provided under this Agreement shall fully comply, at HART's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. HART acknowledges that COUNTY is relying on HART to ensure such compliance, and pursuant to the requirements of Article 17 (a) above, HART agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

24. **Retention of Records, Right to Monitor and Audit.**

    (a) HART shall maintain all required records for three (3) years after COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of COUNTY, a federal grantor agency, and the State of California.

    (b) Reporting and Record Keeping. HART shall comply with all program and fiscal reporting requirements set forth by appropriate federal, state and local agencies, and as required by COUNTY.

    (c) HART agrees to provide to COUNTY, to any federal or state department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

25. **Freight (F.O.B. Destination).** HART assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with the initial delivery of all products deemed necessary under this Agreement.

26. **Pricing.** The Agreement price as set forth in Exhibit B shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or in the exhibits and attachments to this Agreement. No additional compensation will be allowed therefor, unless otherwise provided for in this Agreement.

27. **Terms and Conditions**: HART acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

28. **Headings.** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

29. **Calendar Days.** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

30. **Attorney Fees.** In any action or proceeding to enforce or interpret any provisions of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

31. **Authority.** The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

32. **HART Bankruptcy/Insolvency.** If HART should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of HART's insolvency, COUNTY may terminate this Agreement.

33. **Conflict of Interest.** HART shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to: HART; HART's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. HART's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

34. **Conflict with Law.** HART and COUNTY agree that if any portion, provision or article of this Agreement is illegal or unenforceable or rendered such by a change in law or regulation or its interpretation or found by a court of competent jurisdiction to be illegal, unenforceable or void, such term shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

35. **Title to Data.** All materials, documents, data or information obtained from COUNTY data files or any COUNTY medium furnished to HART in the performance of this Agreement will at all times remain the property of COUNTY. Such data or information may not be used or copied for direct or indirect use by HART after completion or termination of this Agreement without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this Agreement.

36. **Default—Equipment, Software or Service.** In the event any equipment, software or service furnished by HART in the performance of this Agreement should fail to conform to the specifications therein, COUNTY may reject same, and it shall become the duty of HART to reclaim and remove the items without expense to COUNTY and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should HART fail, neglect or refuse to do so, COUNTY shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to HART the difference between the price specified in this Agreement and the actual cost to COUNTY.

    In the event HART shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Agreement.

    In the event of the cancellation or termination of this Agreement, either in whole or in part, by reason of the default or breach by HART, any loss or damage sustained by COUNTY in procuring any equipment,

software or service which HART agreed to supply under this Agreement shall be borne and paid for by HART.

Except as otherwise provided herein, the rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. **Default—Reprocurement Cost.** In case of default by HART, COUNTY may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Agreement, HART will be responsible for paying COUNTY the difference between the Agreement cost and the price paid, and COUNTY may deduct this cost from any unpaid balance due HART. Except as otherwise provided herein, this is in addition to any other remedies available under this Agreement and under law. COUNTY shall make reasonable efforts to obtain the goods for no more than the prevailing market price at the time such purchase is made.

38. **System—Acceptance Testing.** Acceptance testing is intended to ensure that the System acquired operates in substantial accord with the specifications and representations set forth herein, is adequate to perform as warranted by HART, and evidences a satisfactory level of performance reliability prior to its acceptance by COUNTY. If the equipment to be installed includes operating software as listed in the Agreement or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to COUNTY is provided. Acceptance testing as set forth in Exhibit C shall be required for all newly installed technology systems, software, subsystems, firmware, hardware and individual equipment, and machines which are added or field modified, i.e., modification of a machine from one model to another, after a successful performance period.

39. **Software/Firmware Maintenance.** If HART, at its discretion, determines it is unable to perform maintenance of Licensed Software or Firmware as set forth in Article 47 and notifies the COUNTY of said fact in writing, then, upon written notice by COUNTY, HART will provide, at HART's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow COUNTY to maintain the Software/Firmware based on HART's methodology. HART agrees that COUNTY may reproduce such documentation for its own use in maintaining the Software/Firmware. If HART is unable to perform maintenance, HART agrees to license any other contractor that COUNTY may have hired to maintain the Software/Firmware to use the above noted documentation, subject to such contractor entering into confidentiality agreements reasonably acceptable to HART. COUNTY agrees to include HART's existing copyright notice and all other proprietary notices as they appear on any such documentation provided to COUNTY.

40. **Errors and Omissions.** All reports, files and other documents prepared and submitted by HART shall be complete and shall be carefully checked by the professional(s) identified by HART as program manager and key personnel prior to submission to COUNTY. HART agrees that COUNTY review is discretionary and HART shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving HART'S reports, files and other written documents, the reports, files or documents will be returned to HART for correction. Should COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by HART after COUNTY approval thereof, COUNTY approval of HART'S reports, files or documents shall not be used as a defense by HART in any action between COUNTY and HART, and the reports, files or documents will be returned to HART for correction.

41. **News/Information Release.** HART agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from COUNTY through COUNTY's project manager. Accordingly, COUNTY will promptly review and respond to requests from HART pertaining to

news releases. COUNTY shall not be listed, referenced or advertised as a customer, buyer, partner or having a business relationship with HART either in writing or verbally without the express written consent of COUNTY. HART shall not use COUNTY, its name, likeness or seal or any representation of this contractual relationship or its provision of services to COUNTY without the consent of COUNTY. COUNTY expressly reserves the right to review any writing, release or use of the name or likeness of COUNTY and to refuse to provide consent. HART expressly agrees that in any legal or equitable action brought regarding or arising from HART's use of COUNTY's name, reference or likeness in any oral or written communication, COUNTY shall not be required to provide a bond.

42. **Notices.** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. Postal Service certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

To: COUNTY OF SAN MATEO
Elections Office
Attn: David Tom, Manager
40 Tower Road
San Mateo, California 94402

To: HART INTERCIVIC, INC.
Attn: Ted Simmonds, COO
15500 Wells Port Drive
Austin, Texas 78728

43. **Precedence.** The documents herein consist of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the main body of this Agreement, i.e., those terms, conditions and provisions set forth in the recitals and articles of this Agreement, then the exhibits and attachments.

44. **Project Schedule.** The services performed and furnished under this Agreement shall be done in accordance with the approved Project Schedule attached as Exhibit D, which shall be finalized with HART's concurrence and may be revised at the mutual agreement of COUNTY and HART. HART shall be responsible for schedule adherence as outlined therein.

45. **Software License.**

(A) HART hereby grants to COUNTY and COUNTY accepts from HART, subject to the terms and conditions of this Agreement, a perpetual, non-exclusive, non-transferable license to use HART Proprietary Software and a non-exclusive, non-transferable, limited sublicense to use the Non-Hart Sublicensed Software listed in this Agreement (collectively, the "Licensed Software"). HART will provide to COUNTY, and COUNTY will be permitted to use, only the run-time executable code and associated support files of the Licensed Software for COUNTY'S internal use as part of the Hart Voting System. COUNTY shall use the Licensed Software only on computer equipment at the Site and only for the purposes specified herein. COUNTY may temporarily transfer the Licensed Software to back-up computer equipment at a location different than the Site if equipment at the Site is inoperative. COUNTY shall not modify, copy or duplicate the Licensed Software; provided, COUNTY may, during the term of the license, make a reasonable number of copies of the Licensed Software only for back-up and archival purposes, testing, and to support COUNTY'S licensed use of the Licensed Software in accordance with this Agreement. All copies of the Licensed Software, in whole or in part, must contain all of HART's or the third party licensor's titles, trademarks, copyright notices and other restrictive and proprietary notices and legends

(including government restricted rights) as they appear on the copies of the Licensed Software provided to COUNTY. COUNTY shall notify HART of any circumstances actually known to COUNTY management regarding any unauthorized possession or use of the Licensed Software. COUNTY's use of the Licensed Software will be limited to the number of users as agreed to in writing by COUNTY and HART from time to time but in no event to exceed one hundred (100) users. Only COUNTY and its authorized employees, agents and contractors may use or access the Licensed Software. Voters are also authorized to interact with the Licensed Software, in a manner consistent with voter instructions. COUNTY agrees that HART may periodically inspect and conduct and/or direct an independent accounting firm to conduct an audit, at mutually agreed upon times during COUNTY's normal business hours, of the computer site, computer systems, hardware, equipment and appropriate records of COUNTY in order to verify COUNTY's compliance with the terms of the licenses and sublicenses granted to COUNTY.

When encryption/CPU ID authorization codes are required to operate the Licensed Software, HART will provide all codes to COUNTY with shipment of the Licensed Software. In the case of an inoperative CPU, as defined above, HART will provide a temporary encryption/CPU ID authorization code to COUNTY for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, HART will issue to COUNTY within twenty-four (24) hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

(B) (1) Hart Hardware and Hart Proprietary Software are designed to be used only with each other and the Non-Hart Software and other equipment provided under this Agreement. To protect the integrity and security of the Hart Voting System, without the express written consent of HART, (a) COUNTY shall use the Licensed Software and Hart Hardware only in connection with the Hart Voting System, (b) COUNTY shall not install or use other software on or with the eSlate® Electronic Voting System, and (c) COUNTY shall not modify the Hart Voting System. If COUNTY does not comply with any provisions of the preceding sentence, then HART will give written notice to COUNTY and give COUNTY thirty (30) days to cure the breach. If the breach is not cured within thirty (30) days, then the warranties contained herein will automatically terminate and HART may terminate its obligation to provide support and maintenance under this Agreement. Furthermore, if COUNTY uses Hart Proprietary Software or Hart Hardware in combination with other software and equipment (other software or equipment being those not provided by HART or its designees), and the combination infringes HART proprietary patent claims outside the scope of the software sublicense granted to COUNTY under this Agreement, HART reserves its rights to enforce its patents with respect to those claims.

(2) COUNTY shall not, under any circumstances, cause or knowingly permit the adaptation, conversion, reverse engineering, disassembly or de-compilation of any Licensed Software. COUNTY shall not use any Licensed Software for application development, modification or customization purposes, except through HART. COUNTY shall not support or maintain the Licensed Software except through HART or as otherwise expressly permitted herein.

(3) COUNTY shall not assign, transfer, sublicense, time-share or rent the Licensed Software or use it for facility management or as a service bureau. This restriction does not preclude or restrict COUNTY from contracting for election services for other local governments located within COUNTY's jurisdictional boundaries.

(4) Upon termination of the license granted under this Agreement, COUNTY may choose to continue to use the Licensed Software, without technical support from HART, upon payment to HART of an annual licensing fee at the contemporary list price, or to discontinue use of the Licensed Software. If COUNTY chooses to discontinue use, COUNTY shall return to HART or destroy, at HART's option, the Licensed Software (and all

related documentation and Confidential Information) and all archival, back-up and other copies thereof upon a mutually agreeable schedule, and provide certification to HART of such return or destruction.

(5) COUNTY shall not externally publish any results of benchmark tests run on any Licensed Software except as may be required by the California Public Records Act, Sections 6250 et seq.

(6) Although the Licensed Software is protected by copyright and/or patents, it may be unpublished, and constitute Confidential Information of HART or the third party licensor. COUNTY shall maintain the Licensed Software in confidence and comply with the terms of Article 50 with respect to the Licensed Software.

(7) This subsection B will survive the termination or cancellation of this Agreement.

46. **Warranties.**

(A) Hart Hardware Warranty. HART warrants that during the warranty period Hart Hardware purchased by COUNTY under this Agreement will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in Exhibits A and C. THE WARRANTY PERIOD BEGINS WITH COUNTY'S FINAL ACCEPTANCE OF THE SYSTEM, WHICH WILL BE WITHIN THIRTY (30) DAYS OF HART HARDWARE DELIVERY. The warranty period for eSlate® Units, JBC™ Units, and DAU™ Units is three (3) years and for the VBO hardware is one (1) year. HART will, at HART's sole discretion, replace or repair any Hart Hardware which does not comply with this warranty, at no additional charge to COUNTY. To request warranty services, COUNTY must contact HART in writing during the warranty period. HART may elect to conduct any repairs at COUNTY's site, HART's facility, or any other location specified by HART. Any replacement Hart Hardware provided to COUNTY under this warranty may be new or reconditioned. HART may use new and reconditioned parts in performing warranty repairs and building replacement parts. Warranty service will be provided according to the terms set forth in Article 48. If HART repairs or replaces Hart Hardware its warranty period is not extended, it inherits the warranty coverage of the component(s) replaced and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. COUNTY acknowledges and agrees that this warranty is contingent upon and subject to COUNTY's proper use of the System and the exclusions set forth in Section C of this Article. This warranty does not cover any Hart Hardware which has had the original identification markers and/or numbers intentionally removed or altered in any manner. The remedies set forth in this Section are the full extent of COUNTY's remedies and HART's obligations regarding this warranty. In addition, COUNTY may elect to purchase an Optional Supplemental Warranty ("Supplemental Warranty"). The Supplemental Warranty covers Hart Hardware failure if COUNTY experiences a significant (greater than 20% of total units) failure rate of Hart Hardware in a calendar year covered by the Supplemental Warranty. Calendar Year 2011 will be considered to begin on JANUARY 1, 2011. The Supplemental Warranty covers failed units in excess of the initial 20% of total owned units that failed during such calendar year based on the same component failure in each unit. Failure must be identified by HART as the same component in every unit to be covered by this Supplemental Warranty. The cost of this Supplemental Warranty is $25.00 per unit (eSlate® Units, JBC™ Units, and DAU™ Units, and VBO Units) per year for every unit owned by COUNTY. This optional coverage will be available on an annual basis for calendar years 2011 through 2014. To elect Supplemental Warranty coverage, COUNTY must notify HART of such election and pay for this Supplemental Warranty on or before the effective date of coverage. If warranty coverage lapses for any period, it cannot be reinstated. Supplemental Warranty coverage is restricted to the same terms and conditions as the original warranty set forth above and has the same exclusions (Section C of this Article). At COUNTY's request, HART agrees to negotiate with COUNTY Supplemental Warranty coverage for calendar years 2015 through 2018.

(B) Hart Proprietary Software and Firmware Warranty. HART warrants that during the term of HART's Firmware and Licensed Software maintenance and support obligation under Article 47, Hart

Proprietary Software and Firmware will substantially perform according to the specifications stated in Exhibit A, and the then current functional specifications described in the application-specific Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, COUNTY must contact HART in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable HART to reproduce the error and provide a remedy or suitable work-around. HART will make reasonable efforts to remedy or provide a suitable work-around for defects, errors or malfunctions covered by this warranty that have a significant adverse affect upon operation of Hart Proprietary Software and Firmware, at no additional charge to COUNTY. Because not all errors or defects can or need be corrected, HART does not warrant that all errors or defects that do not interfere with the performance of the System will be corrected. COUNTY acknowledges and agrees that this warranty is contingent upon and subject to COUNTY's proper use of the Hart Voting System and the exclusions set forth in the following Section C of this Article. Except as otherwise provided in Article 47, the remedies set forth in this Section B are the full extent of COUNTY's remedies and HART's obligations regarding this warranty.

(C) Exclusions from Warranty Support and Maintenance. The warranties under this Article 46 and Licensed Software and Firmware support and maintenance under Article 47 do not cover defects, errors or malfunctions which are caused by any external causes, including but not limited to any of the following: (a) COUNTY's failure to follow operational, maintenance or storage instructions as set forth in the documentation listed in Exhibit A.2**;** (b) the use of non-compatible media, supplies, parts or components; (c) modification or alteration of the Hart Voting System, or its components, by COUNTY or third parties not authorized by HART; (d) use of equipment or software not supplied or authorized by HART; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions as specified in writing by HART; (g) negligence, accidents, abuse, neglect, misuse or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with HART's specifications and instructions contained in the documentation listed in Exhibit A.2 or otherwise provided in writing to COUNTY; (j) use of software on equipment that is not in good operating condition, (k) negligent or intentionally wrongful acts of COUNTY, its agents, servants, employees, or any third party; (l) servicing, support or maintenance not authorized by HART; or, (m) Force Majeure. HART reserves the right to charge for such repairs caused by external causes on a time and materials basis at HART's rate as listed in Exhibit A, section IV.G.**, (**plus expenses) and replacements (at costs set forth herein in Exhibit B during the warranty period and thereafter at HART's list prices) caused by these exclusions from warranty, support and maintenance coverage.

(D) System Warranty. HART warrants to COUNTY that the System, including all products and services furnished by HART will substantially conform to the definitions or descriptions referred to in this Agreement and its exhibits, or otherwise agreed to in writing by HART and COUNTY and will be fit for the purpose intended as specified in this Agreement and its Attachments. All work shall be done in a skilled manner and shall be of industry standard or better workmanship in every material respect and all products shall be new and unused at the time of initial delivery and installation. All products or hardware components provided or installed after initial System installation shall be warranted as provided in Article 46.A.

(E) Certification Warranty. HART expressly warrants that the System has all certifications by the Office of the California Secretary of State as required by law or regulation and as requested by COUNTY. HART agrees to indemnify COUNTY and COUNTY INDEMNITEES as further set forth in Article 17 (a) and more fully described in Article 17 (a), harmless from liability, loss, expense, including but not limited to reprocurement cost, attorneys' fees (attorney's fees incurred by COUNTY must be reasonable), damages

arising from any action, claim, administrative action based upon an allegation that HART fails to have the aforementioned certifications or said certifications are void or were improperly obtained.

HART agrees to indemnify, defend and hold COUNTY and the COUNTY INDEMNITEES as identified in Article 17 (a) and as more fully described in Article 17(a), harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to the foregoing warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

HART's obligation to indemnify COUNTY and the COUNTY INDEMNITEES is contingent upon: (a) COUNTY providing HART with prompt written notice of the claim subject to indemnity, (b) COUNTY reasonably cooperating with HART in the defense and settlement of such claims, and (c) COUNTY permitting HART to control the defense and settlement of such claims with attorneys reasonably acceptable to COUNTY. HART will not be obligated to indemnify COUNTY for any settlements entered into without HART's prior written consent.

(F) Non-Infringement Warranty. HART warrants to COUNTY that HART is the owner of the Hart Proprietary Software and has the right to grant the license set forth herein. HART represents and warrants that the Hart Proprietary Software furnished by HART pursuant to this Agreement will not infringe upon or violate any patent, copyright, trade secret right or other proprietary right of any third party.

HART will defend, at its own expense, any claim by a third party against COUNTY asserting or involving a patent, copyright, trade secret or other proprietary right which relates to any of Hart Proprietary Software licensed to COUNTY by HART under this Agreement, provided that COUNTY (a) gives HART prompt written notice of such claims, (b) provides all reasonable assistance to HART in defending or settling the claims, and (c) permits HART to control the defense and settlement of such claims. HART will not be obligated to indemnify COUNTY for settlements entered into without HART's prior written consent.

HART will defend, indemnify and hold harmless COUNTY and the COUNTY INDEMNITEES against any loss, cost, expense, liability or damages incurred by or assessed or awarded against COUNTY due to Hart Proprietary Software's infringement upon any patent, copyright, trade secret or other proprietary right of any third party, provided that COUNTY (a) gives HART prompt written notice of such claims and, (b) provides all reasonable assistance to HART in defending or settling the claims, and (c) permits HART to control the defense and settlement of such claims. HART will not be obligated to indemnify COUNTY INDEMNITEES for settlements entered into without HART's prior written consent.

In the event that an injunction or order shall be obtained against COUNTY'S use of the Hart Proprietary Software, or the Hart Proprietary Software is likely to become the subject of a claim of infringement or violation of a patent, copyright, trade secret or other proprietary right of a third party, HART shall, at its sole discretion and at its own expense: (a) procure for COUNTY the right to continue using the Hart Proprietary Software; or (b) replace the Hart Proprietary Software with substantially compatible and functionally equivalent software; or (c) cause the Hart Proprietary Software to be modified so that it becomes non-infringing. If neither alternative is available on commercially reasonable terms, then, at the request of HART, any applicable Hart Proprietary Software license and its charges will end, COUNTY will stop using the applicable Hart Hardware and Hart Proprietary Software, and COUNTY will return to HART all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and will certify in writing to HART that such return or destruction has been completed. Upon return or HART's receipt of certification of destruction, HART will give COUNTY a refund of amounts paid to

HART for the returned or destroyed Hart Hardware and Licensed Software, less a reasonable offset for use and obsolescence.

HART will not be obligated to defend or indemnify COUNTY or any of the COUNTY INDEMNITEES if any claim of infringement or misappropriation (a) is asserted by COUNTY that Licensed Software infringes on proprietary rights of COUNTY, (b) results from COUNTY's design or alteration of the Licensed Software without HART's written consent, (c) results from use of any Hart Hardware or Licensed Software in combination with any non-Hart-provided product, except to the extent, if any, that such use in combination is restricted to the System, (d) relates to Non-Hart Software or Non-Hart equipment or Non-Hart Hardware alone, or (e) arises from COUNTY-specified customization work undertaken by HART or its designees that is made to Hart Proprietary Software pursuant to specifications provided by COUNTY.

THIS SUBSECTION (F) STATES THE ENTIRE LIABILITY OF HART AND COUNTY'S EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

(G) Non-Hart Equipment and Non-Hart Software. For the Non-Hart Equipment or Non-Hart Software that HART provides to COUNTY, HART will pass through to COUNTY any third party manufacturer's warranties covering the equipment or Software, but only to the extent, if any, permitted by the third party manufacturer. HART will not be responsible for warranties, maintenance or support of non-Hart equipment, hardware or Non-Hart Software.

(H) Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN OR REFERENCED IN THIS AGREEMENT, HART DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(I) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF THE OTHER PARTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. IN NO EVENT SHALL HART'S RESPONSIBILITY FOR ANY DAMAGES HEREUNDER EXCEED THE AMOUNT OF THIS AGREEMENT. THE LIMITATION IN THE PROCEEDING SENTENCE SHALL NOT APPLY IN THE EVENT OF DAMAGES ARISING FROM HART'S FRAUD OR OTHER INTENTIONAL WRONGDOING.

47. **Licensed Software and Firmware Support and Maintenance Services.** If COUNTY is current in payments due to HART under this Agreement, during this Agreement and during renewal terms, if any, HART shall provide COUNTY the following support and maintenance services for the Hart Proprietary Software and Firmware:

(a) Assisting COUNTY in design and production of elections, including pre-election and post election testing and general operation of the System;

(b) Correction of defects in the Firmware and Hart Proprietary Software so that the Firmware and Hart Proprietary Software will operate as described in the specifications listed in Exhibit A and the then current functional specifications described in the application-specific Operator's Manuals accompanying such Hart Proprietary Software;

(c) New releases, corrections of any defects, fixes of any minor bugs, upgrades, or enhancements of any Hart Proprietary Software or Firmware provided under this Agreement that are developed by HART and certified by the California Secretary of State, at COUNTY's option will be promptly provided at no additional charge to COUNTY.

At such time as the parties propose to extend this Agreement upon termination of its full term, HART and COUNTY agree to evaluate the remaining "useful life" of the Hart proprietary Software or Firmware in terms of a cost-benefit analysis of the choice between continuing support or upgrading to newer products. COUNTY agrees to accept corrections of any defects, fixes of any minor bugs, upgrades, or enhancements so long as there are no additional costs to COUNTY. COUNTY shall not be responsible for any costs incurred in connection with California Secretary of State certification of the hardware, Software or Firmware;

(d) Telephone support shall be provided to assist COUNTY in using the System and Software; and

(e) On-site support for major failure of the Hart System components, as defined below:

(1) **Major Failure.** For purposes of on-site service, "major failure" is defined as a failure of Hart System components that result in COUNTY's inability to use the Hart System to conduct an election by effectively preventing: (1) voters from fully, independently, and accurately casting a ballot; and/or (2) the complete and accurate capture and tabulation of all votes cast.

HART's maintenance personnel shall respond to a major failure to commence appropriate action to correct the failure within one (1) hour during an election cycle and within one (1) day during a non-election cycle, from the time a COUNTY representative notifies the appropriate HART representative that remedial maintenance for a major failure is required. For purposes of this paragraph, "election cycle" means ninety (90) days preceding any election and continuing through twenty-eight (28) days after the election. Such response time shall be available twenty-four (24) hours a day, seven (7) days a week. HART shall make every reasonable effort to correct major failures within two (2) hours of the notification of the system failure.

(2) **Other Firmware/Licensed Software Failure.** In the event of other failures in Hart System components, HART's maintenance personnel shall respond within one (1) COUNTY business day from the time a COUNTY representative notifies the appropriate HART representative that remedial maintenance is required. HART shall make every reasonable effort to correct minor failure within two (2) COUNTY business days of the notification of the minor system failure.

(f) Except as otherwise provided for major failures, telephone and on-site support and maintenance services shall be available between the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, on the days COUNTY conducts business.

(g) System failures and Software bugs must be reported in writing, including electronic mail, and be accompanied with sufficient detail to reproduce the error and provide a remedy or workaround.

(h) The foregoing support and maintenance services shall be provided without any additional charge during the warranty period. After expiration of the warranty period, compensation for Licensed Software and Firmware support and maintenance services shall be paid to HART in accordance with Exhibit B.

(i) HART or its designee acting under HART's direction shall perform the foregoing maintenance and support services.

(j) The exclusions from warranty, support and maintenance coverage under Article 47 also apply to this Article.

48. **Hart Hardware Warranty and Repair Service Process**. To request warranty or repair service of Hart Hardware, COUNTY must contact HART in person or in writing, including electronic mail and fax or

facsimile. For warranty repairs, the contact must be within the warranty period. HART will respond with an "RMA number" within two (2) business days after receiving notice from COUNTY. COUNTY, at COUNTY's expense, will ship the defective product to a location designated by HART. HART will ship, at HART's expense, replacements to COUNTY within ten (10) business days of receipt of the defective product. HART may elect to conduct any repairs at COUNTY's Site, HART's facility, or any other location specified by HART. Any replacement Hart Hardware provided to COUNTY may be new or reconditioned. HART may use new and reconditioned parts in performing repairs and building replacement products. HART owns all replaced Hart Hardware and all parts removed from repaired products. All repairs are warranted through their next use in an election. HART may repair or replace damaged or defective Hart Hardware, provided the cost of repair will not exceed replacement cost unless authorized by COUNTY. HART will charge COUNTY for non-warranty repairs and replacements at HART's then current rates.

49. **Confidentiality of HART Information.**

(A) Confidentiality. COUNTY, to the extent permitted by the California Public Records Act, and Government Code sections 6250 et seq., agrees to maintain the confidentiality of all Hart Confidential Information and Sybase, Inc. confidential information (collectively, the "Confidential Information") which shall be deemed to be that information belonging to or in the possession or control of HART or Sybase, Inc., which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to COUNTY under or in connection with this Agreement in (1) tangible form and made or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, and (2) intangible form, that is identified as such, in writing, at the time of, or within a reasonable period after, disclosure. Notwithstanding (1) and (2) above, (a) Hart Proprietary Software, Firmware in Hart Hardware, source code, documentation listed in this agreement**,** designs of Hart Hardware, Firmware, and Hart Proprietary Software are Confidential Information of Hart regardless of how marked, and (b) Sybase, Inc. software is Confidential Information of Sybase, Inc., regardless of how marked.

Confidential Information will be deemed to exclude any particular information that, as evidenced by written documentation: (1) is already known to COUNTY without restrictions at the time of its disclosure by HART or a third party; (2) after its disclosure by HART or a third party, is made known to COUNTY without restrictions by a third party having the right to do so; (3) is or becomes publicly known without violation of this Agreement or any other confidentiality obligation; or (4) is independently developed by COUNTY without reference to Hart's Confidential Information or Sybase, Inc's Confidential Information.

COUNTY agrees that the Licensed Software contains proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of HART or Sybase, Inc., as applicable. During the period this Agreement is in effect, and at all times after its termination, COUNTY and its employees, agents and contractors shall maintain the confidentiality of this information and all other Confidential Information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. COUNTY shall keep all Confidential Information and all copies thereof, at a secure location and limit access to employees of COUNTY, its agents or contractors who must have access to enable COUNTY to use the System. COUNTY shall not disclose any such proprietary information concerning the Licensed Software, including any flow charts, logic diagrams, user manuals and screens or any other Confidential Information to any person not an employee of COUNTY or performing work for COUNTY without the prior written consent of HART.

Upon termination of this Agreement, COUNTY shall promptly delete from computer files and return to HART all Confidential Information. The terms of this subsection 49. (A) will survive the termination or cancellation of this Agreement.

(B) Proprietary Rights. COUNTY acknowledges and agrees that the design of the Hart Voting System, the design of Hart Hardware, Firmware and Hart Proprietary Software, and any and all related patents, copyrights, trade secrets, trademarks, service marks and trade names are the property of HART. COUNTY agrees that this Agreement and the sale of Hart Hardware and license of Hart Proprietary Software to COUNTY does not grant to or vest in COUNTY any right, title or interest in such proprietary property. COUNTY shall not, under any circumstances, without HART's prior written consent, cause or permit the adaptation, conversion, reverse engineering, disassembly or de-compilation of any Hart Proprietary Software, Firmware or Hart Hardware. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, upgrades and trade secrets developed by HART personnel (alone or jointly with COUNTY) in connection with Hart Confidential Information, Hart Hardware, Firmware and Hart Proprietary Software will be the exclusive property of HART. The terms of this subsection 49 (B) will survive the termination or cancellation of this Agreement.

(C) Support and Maintenance Materials. COUNTY acknowledges that all support and maintenance materials provided by HART are the property of HART and include Hart Confidential Information. COUNTY agrees that it will not permit anyone other than HART installation and maintenance personnel and authorized COUNTY employees, agents or contractors to access or use such materials, except as otherwise may be required by the California Public Records Act. The terms of this subsection 49**C** will survive the termination or cancellation of this Agreement.

50. **Source Code Escrow:** No later than thirty (30) days after HART's delivery of Hart Proprietary Software to COUNTY, and within thirty (30) days after the delivery of any new releases, corrections, bug fixes, enhancements, updates or other modifications thereto, HART shall place in escrow the source code for Hart Proprietary Software, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code. In the event HART ceases operations or otherwise becomes unable to update, maintain and support the Hart Voting System as provided in this Agreement, and HART does not provide a substitute party to provide such services, COUNTY shall be entitled to receive a copy of such source code held in escrow and may use the source code only pursuant to the license granted herein. COUNTY is granted a non-exclusive, non-transferable license, effective upon COUNTY'S proper receipt of the source code, to use the source code solely for its own internal benefit to modify, support and maintain Hart Proprietary Software. HART shall pay all of the escrow holder's fees. The source code will be Hart Proprietary Software for purposes of Articles 45 and 49, but may be used only as permitted by this Article 50. The source code is HART's Confidential Information for all purposes.

Upon written notice to HART from COUNTY, HART will permit an independent third party, mutually agreeable to HART and COUNTY, to examine and conduct tests of the source code of the Hart Proprietary Software held in escrow to confirm that it is the source code of the Hart Proprietary Software and that it conforms to the requirements of this Agreement; provided that, (a) the independent third party conducting the examination and testing will be required to enter into a confidentiality agreement with HART in form and substance acceptable to HART before being permitted access to the source code or any other Hart confidential information, (b) HART will be permitted a reasonable opportunity to review and discuss with the independent third party the results of the examination and testing of the source code before the results are released to COUNTY, and (c) all confidential information of HART contained in reports or other documentation, if any, provided to COUNTY by the independent third party or HART in connection with, or as a result of, the examination and testing will be protected as Hart Confidential Information under this Agreement.

51. **Subject to Fiscal Appropriations.** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by COUNTY's Board of Supervisors for each fiscal year during the term of

this Agreement. If such appropriations are not approved, this Agreement will be terminated without penalty to COUNTY. HART acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California and the federal government to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this Agreement without penalty. Such termination shall be effective by delivering to HART a written Notice of Termination specifying the Termination Date.

52. **State Funds—Audits.** When and if state funds are used in whole or part to pay for the goods and/or services under this Agreement, HART agrees to allow its financial records to be audited by auditors from the State of California, COUNTY, or a private auditing firm hired by the state or COUNTY. COUNTY or state shall provide reasonable notice of such audit.

53. **Compliance with Contractor Employee Jury Service Ordinance.**
HART shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service

54. **Most Favored Customer.** Within two (2) years of the effective date of this Agreement, if HART contracts with any new or existing customer to provide services or goods the same as or substantially similar to the services or goods described in this Agreement, at a price lower or a discount greater than the price charged or the discounts offered to COUNTY hereunder or contracts to provide additional or more comprehensive service at the same or a lower price (or greater discount), then, on a retroactive basis to the date such contract was entered into, HART shall offer such lower price or greater discount to COUNTY, which offer shall (as applicable) replace the Pricing/Compensation/Cost and/or amend the Statement of Work provided as set forth in this Agreement. The affected components of the Agreement shall then be formally amended to reflect such revisions. This will include price decreases to HART's existing contracts. Adjustments pursuant to this paragraph will be made only with respect to HART's contracts in excess of $1,000,000.00. Adjustments pursuant to this paragraph will not be made if HART's pricing changes are the result of significant reductions in HART's component costs.

55. **COUNTY Responsibilities.**

(A) Cooperation. COUNTY agrees to cooperate with HART and promptly perform COUNTY's responsibilities under this Agreement. COUNTY will (1) provide adequate working and storage space for use by HART's personnel near hardware and equipment, (2) provide HART full access during COUNTY's business hours to the Hart Hardware, equipment and Software and sufficient computer time in such a manner as not to disrupt the election process and subject to COUNTY's security rules, (3) provide a memory dump and additional data in machine-readable form if requested, (4) provide timely access to key COUNTY personnel and timely respond to HART's questions, and (5) otherwise cooperate with HART in its performance under this Agreement.

(B) Site Preparation. COUNTY is responsible for environmental requirements, electrical and data interconnections and modifications to facilities for proper installation, in accordance with HART's specifications.

(C) Site Maintenance and Proper Storage. COUNTY shall maintain the appropriate operating environment, all communications equipment, telephone lines, electrical lines, cabling, modems, air

conditioning and all other equipment and utilities necessary for the Hart Hardware, equipment and Software to operate properly. COUNTY shall properly store the hardware, equipment and Software when not in use.

(D) Backups. COUNTY will maintain back-up data necessary to replace critical COUNTY data in the event of loss or damage to data from any cause.

56. **Trademarks.** eSlate®, Judge's Booth Controller™, JBC™, Disabled Access Unit™, DAU™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Ballot Now™, Servo™, Rally™ and eRegistry™ are trademarks of HART.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below. **If a corporation, the document must be signed by two (2) corporate officers**. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

HART INTERCIVIC, INC.:

By: _____
J. Britt Kauffman
President

Date: _____

By: _____
Jerry Meadows
Senior Vice President/Assistant Secretary

Date: _____

COUNTY OF SAN MATEO:

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

EXHIBIT A

SOFTWARE, HARDWARE AND SERVICES

Hart InterCivic, Inc. (**HART**) shall provide to San Mateo County, California (**COUNTY**) the following services and products relating to the Hart Voting and Voter Management System. The products and services include, but are not limited to, the following:

- New voter registration,
- Voter registration management,
- Voter record transaction,
- Ballot layout and creation,
- Accurate vote casting,
- Accurate vote recording,
- Accurate vote tallying and vote reporting,
- Statement of the votes,
- Interface with the Election Information Management System (EIMS), either manually or programmatically.
- Storage of electronic and hardcopy of vote totals,
- Voter education and public outreach, and
- Training.

The services, equipment, and products will be in compliance with all applicable state and federal law, including but not limited to, the California Elections Code, Help America Vote Act of 2002 (HAVA), Americans with Disabilities Act (ADA), and the Voting Modernization Bond Act of 2002 (California State Proposition 41). The voting equipment and products will be capable of producing and digitally scanning multiple ballot styles, multiple language ballot displays and voter instructions, and will be able to accommodate voters with disabilities.

To the extent any of the requirements set forth in this document conflicts with the requirements of local, state or federal law, such requirements shall be construed to take precedence in order to eliminate any conflict(s).

HART shall comply with the Project Schedule provided as Exhibit D to the Agreement between HART and COUNTY.

HART VOTING AND VOTER MANAGEMENT SYSTEM

HART will provide COUNTY with a voting system (the "Hart Voting and Voter Management System") that has been certified by the California Secretary of State. The Hart Voting and Voter Management System includes the hardware, software and support services as set forth in this Exhibit to the Agreement between HART and COUNTY.

* * * * * * *

TABLE OF SECTIONS

I. Scope of System Functions ..... Page 2
II. Scope of Services 3
III. Program Management 5

IV. Support Services 5
V. System Requirements 7
VI. Voting 7
VII. Polling Place 8
VIII. Casting and Counting of Electronic and Paper Ballots 9
IX. Data / Reports / Audits 10
X. Recovering from Error Conditions 13
XI. Performance Requirements 14
XII. Security / Confidentiality 15
XIII. Interface 16
XIV. Testing 16
XV. System Architecture 16

I. SCOPE OF SYSTEM FUNCTIONS

The Hart Voting and Voter Management System will replace the voting and voter management systems currently in place in San Mateo County, California, and will accomplish the following functions:

A. Ballot layout for both paper/absentee and DRE voting.

B. Ballot casting for both paper/absentee and DRE voting.

C. Vote recording for both paper/absentee voting.

D. Vote tallying-transmission of polling place totals from a substation to a central tally center.

E. Statement of the Vote System-vote tallying software that will export data, either manually or programmatically, to Election Information Management (EIMS) (pending requirements analysis).

F. Connectivity with EIMS, either manually or programmatically, (pending requirements analysis).

G. Storage of vote totals data, on a nonvolatile storage electronic medium and in hard copy, identifiable by election, contest, candidate, measure, polling place and precinct (pending requirements analysis).

H. Voter registration, including: (pending requirements analysis)

   (1) Voter registration system security,

   (2) Voter registration management,

   (3) Voter record transaction history, to include voting history, street index, address, precinct, and district management,

   (4) Election definition, and

   (5) Ballot creation and/or conversion of COUNTY's existing legacy system data, either manually or programmatically, to HART's eRegistry™.

I. Petition management (pending requirements analysis), including:

   (1) Absentee ballots,

   (2) Signature clipping,

   (3) Imaging,

   (4) Poll worker management,

   (5) Polling place management,

   (6) Poll worker and polling place payroll,

   (7) File exchange with California Secretary of State, and

   (8) Internal and external reports.

J. Meet all mandatory requirements detailed in this Exhibit and the Agreement between HART and COUNTY, and all applicable state and federal law at the time of delivery and throughout the term of this Agreement.

K. Pursuant to this agreement, and by order of the Secretary of State, voting systems certified for use in California shall comply with all applicable state and federal statutes, regulations, rules and requirements, including, but not limited to, those voting system requirements set forth in the California Elections Code and the Help America Vote Act of 2002, and those requirements incorporated by reference in the Help America Vote Act of 2002, that are in effect as of the date of this agreement. Further, voting systems shall also comply with all applicable state and federal voting system guidelines, standards, regulations and requirements that derive authority from or are promulgated pursuant to and in furtherance of the California Elections Code or the Help America Vote Act of 2002 or other applicable state or federal law when appropriate, that are in effect as of the date of this agreement, including but not limited to, the 2002 Voting System Standards/Guidelines, developed by the Federal Election Commission (FEC) and adopted by the Election Assistance Commission (EAC) and EAC Advisory 2005-004, dated July 20, 2005. This does not include future final court interpretations of existing state or federal law not in effect as of the date of this agreement.

Voting system manufacturers and/or their agents shall assume full responsibility for any representation that a voting system complies with all applicable state and federal requirements as referenced above. In the event such representation is determined to be false or misleading, voting system manufacturers or their agents shall be responsible for the cost of any upgrade, retrofit or replacement, of any voting system or its component parts, found to be necessary for certification or to otherwise bring the system into compliance.

Any voting system purchased with funds allocated by the Secretary of State's Office shall meet all applicable state and federal standards, regulations and requirements, including, but not limited to, those voting system requirements as set forth in the California Elections Code and the Help America Vote Act of 2002, and those requirements incorporated by reference in the Help America Vote Act of 2002 that are in effect as of the date of this agreement, including, but not limited to, the 2002 Voting System Standards/Guidelines, developed by the Federal Election Commission (FEC) and adopted by the Election Assistance Commission (EAC) and EAC Advisory 2005-004, dated July 20, 2005.

II. SCOPE OF SERVICES

HART shall provide to COUNTY services in a professional manner using only individuals of suitable training and skill. HART shall provide services as follows:

A. Voting System development, delivery, installation, testing and appropriate operational diagnostics prior to the November 2006 election.

B. Software and firmware maintenance, upgrades and modifications throughout the term of the Agreement.

C. After acceptance of the voting system, complete system testing within the COUNTY prior to the November 2006 election.

D. HART shall provide COUNTY with a comprehensive test election, as defined in the Statement of Work (SOW) and final Project Plan, to fully exercise the voting system prior to the November 2006 election as part of its acceptance program.

E. HART shall provide a comprehensive program to train the Assessor-County Clerk-Recorder (CARE) staff in all aspects of the use of the proposed system. At the conclusion of this training, the CARE staff will be able to fully utilize and support the system without the intervention of HART staff.

F. HART shall also provide the CARE staff a program to train the COUNTY's 2,000-plus poll workers in the use of the voting system at the polling place level. This training will conclude with poll

workers being fully able to conduct polling place operations with the new system without the intervention of CARE staff or HART staff.

G. HART shall provide voter management software (to be implemented prior to June 30, 2007), as defined in the final eRegistry™ SOW and Project Plan, to be used to register voters. The voter management software shall include:

(1) System security,

(2) Voter registration management,

(3) Voter record transaction history, to include:

(a) Voting history,

(b) Street index,

(c) Address,

(d) Precinct, and

(e) District management.

(4) Election definition,

(5) Integration with ballot creation petition management,

(6) Absentee ballot management,

(7) Signature clipping,

(8) Imaging,

(9) Poll worker management,

(10) Polling place management,

(11) Poll worker and polling place payroll,

(12) File exchange with SOS, and

(13) Standard, internal and external, COTS reports, and reports that may be required by California law.

Note: Voter Registration & Election Management DATA MIGRATION

1. COUNTY and HART will work in a collaborative effort to analyze its existing legacy systems data to jointly develop a data migration plan and approach.
2. The actual data conversion effort will be addressed in a separate time and materials contract effort supported by a programmer/software engineer selected by HART. The conversion of data will be to a specified format and approach that will be documented/planned by COUNTY and HART. The contract programmer will work at COUNTY's site during the conversion process.
3. Integration and testing of data with the final solution will be a collaborative effort supported jointly by COUNTY and HART.

H. HART shall provide services to COUNTY as required for the development, implementation and continued support of the electronic system during the term of the Agreement. These services will include any supplemental services that COUNTY deems a requirement to deliver quality services. Such services will be mutually agreed to between COUNTY and HART and may be at additional cost.

I. HART shall be solely responsible for delivery and implementation of the Hart Voting and Voter Management Systems. HART must assume single source responsibility (i.e., turnkey responsibility)

and will be the sole point of contact for all system delivery, installation, operation, modifications, testing, training, warranty, maintenance, and problem determination and resolution.

J. Future Project for Voter Registration Systems. HART will work with COUNTY to create custom features such as GIS applications, signature recognition systems, voter information website and automated public access transactions. These custom features will be developed on a time and materials basis or on specific project scope.

III. PROGRAM MANAGEMENT

HART shall allocate one (1) employee to the San Mateo County Elections project who shall act as the dedicated Program Manager (hereinafter "PM"). The PM shall provide the following services in relation to the voting system hardware, software and firmware provided under this Agreement:

A. The PM shall be on site in San Mateo County during the testing acceptance process as requested by COUNTY.

B. The PM shall be on site in San Mateo County fifteen (15) days prior to and one (1) week after the two (2) major scheduled election cycles held in San Mateo County in 2006.

COUNTY has the right to review and approve the appointment of HART's PM. In the event COUNTY has reasonable concerns regarding the performance of HART's dedicated PM, HART agrees to cooperate in good faith with COUNTY in addressing and resolving such concerns. Prior to any replacement of HART's PM, COUNTY will be entitled to review and approve HART's replacement PM, such approval not to be unreasonably withheld.

IV. SUPPORT SERVICES

HART must provide all necessary on-site pre-election, election day and post-election support for up to three (3) regularly-scheduled elections held in San Mateo County, California, during the one year following final system acceptance. Support Services shall include the following:

- Qualified hardware and software specialists to assist COUNTY personnel in ballot programming,
- Equipment programming and preparation,
- Ballot display printing,
- Polling place technical maintenance,
- Central tabulation and production and distribution of election results,
- Maintenance Hotline - HART must provide a *maintenance hotline* for use by the COUNTY's System Administrator and designated COUNTY personnel. The maintenance hotline must be available twenty-fours (24) hours per day, seven (7) days per week, for ninety (90) days prior to, and thirty (30) days after, each regularly-scheduled Election Day during the warranty period. The remainder of the year, the hotline service must be available Monday through Friday, excluding national holidays, between 8:00 AM and 5:00 PM, Central Standard Time (CST).
- During the first two (2) years following final system acceptance, HART shall provide, upon request by COUNTY, a multi-disciplinary team available on-site up to ninety (90) days prior to each election.

Composition of the multi-disciplinary team shall be determined by mutual agreement between HART and COUNTY as required.

A. Overview of Support Services

HART shall provide on-site support for COUNTY and COUNTY staff during pre-election, election day, and post-election activities for the two-(2) year period following acceptance of the equipment, for regularly-scheduled elections.

B. Acceptance Testing Support

HART shall supply COUNTY on-site technical assistance for the Acceptance Testing of the Hart Voting and Voter Management System from delivery for a total of up to twelve (12) person-weeks as defined by the SOW and Project Plan, and mutually agreed to by COUNTY and HART.

C. Pre-Election/Post-Election Support

HART shall provide on-site support of pre-election and post-election activities, including assistance with project management, ballot definition, tabulation, data archiving and warehousing, as defined by the SOW and Project Plan, and mutually agreed to by COUNTY and HART.

D. Technical Support

Technical Support is available Monday through Friday, from 8:00 A.M. to 5:00 P.M., Central Standard Time (Standard or Day Light Savings, whichever is in effect). During the period ninety (90) days prior to or thirty (30) days following an election, HART technical support is available seven (7) days a week, twenty-four (24) hours a day. HART will supply a toll-free telephone number, fax number, and email address to support COUNTY. These telephone numbers and email address will be provided to COUNTY by HART.

E. Logistical Support

HART will provide logistical support for the first two (2) elections following final acceptance of the Hart Voting and Voter Management System. The logistical support shall include:

(1) Labor to repair or replace any equipment that is found to be defective on the day of an election,

(2) Help desk operations to field and resolve calls related to equipment performance on the day of an election; and absentee mail operational assistance, election equipment set-up, election night operations including tally, post-election administrative procedures, including asset management processes.

F. Training

HART shall provide a comprehensive program to train COUNTY's Elections Staff in all aspects of the use of the Hart Voting and Voter Management System. At the conclusion of this training, the staff should be able to fully utilize and support the system without intervention of HART's staff. HART will also provide to COUNTY staff a "Train-the-Trainer" Program (TTT) to train the COUNTY's poll workers in the use of the Hart Voting and Voter Management System at the polling place level. At the conclusion of the training, the poll workers should be able to fully conduct polling place operations with the new system without the intervention of COUNTY Elections Staff or HART staff. Exhibit A.1 outlines the training to be offered the COUNTY by HART.

HART shall provide all operating instructions, user manuals, or training manuals for all equipment, software, and firmware provided under this Agreement. Training dates are documented in the Project Schedule.

G. **Labor Rates**

Hart shall charge the following labor rates for services provided on a "time and materials" basis: Project Management $187.50; Business Analyst $187.50; Developer $250.00; Training $187.50; Help Desk Support $187.50; and Technical Support $187.50. These rates may be adjusted annually, but will not increase more than 5% or the CPI, whichever is greater.

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V. SYSTEM REQUIREMENTS

A. Language

The Hart Voting and Voter Management Systems shall be capable of generating ballots (both paper and DRE) that display any contest, measure and instructional information in alternate languages, as required by law. The Systems must initially accommodate English, Chinese and Spanish, and be expandable to at least ten (10) languages

B. Disabilities - Accommodation of Voters With Disabilities

The design and installation of the Hart Voting and Voter Management System equipment used in the polling place shall accommodate access by voters with disabilities in compliance with current requirements of the Americans with Disabilities Act (ADA) and all currently applicable state and federal elections related law.

C. Multiple Ballot Styles

The Hart Voting and Voter Management System shall accommodate the multiple ballot styles used by COUNTY. For example, COUNTY may have more than three hundred (300) different ballot styles translated into three (3) languages, resulting in nine hundred (900) unique ballot styles. The DRE must be able to handle this number and more and present the requested ballot within an average of three seconds.

D. Printing of Ballots

The Hart Voting and Voter Management System shall allow for printing of ballots by any state certified vendor/manufacturer certified by HART as meeting HART's ballot printing specifications. The printing of the absentee ballots must be on equipment that provides 600dpi resolution or higher. Resolution must be equal to or better than specifications for an HP 9000 laser printer. The vendor/manufacturer must accept PDF (portable document format) or postscript files.

E. Programming of Voting Equipment

The Hart Voting and Voter Management Systems shall provide the COUNTY a means of programming each piece of precinct and/or central counting equipment in accordance with the ballot requirements of the state and COUNTY as defined by state law. The programming shall include a method for validating the correctness of the program and of its installation in the equipment or in a programmable memory device if one is used.

F. Software Installation for Voting Equipment

The Hart Voting and Voter Management System shall provide COUNTY a means to ensure that all software has been properly selected and installed for the election, and that the software correctly matches the ballot formats that it is intended to process.

G. Verification of Correct Ballots

The Hart Voting and Voter Management System shall permit verification that the ballots are correct before the polling places open.

H. Last Minute Ballot Changes

The Hart Voting and Voter Management System shall provide COUNTY a process for implementing and distributing non-scheduled and/or "last minute" ballot changes. Ballot changes may include the addition or subtraction of candidates, measures, or political parties.

VI. VOTING

A. Vote for all Entitled Candidates and Questions

The Hart Voting and Voter Management System shall permit each voter to vote for all contests and for as many candidates as allowed by law, and to vote upon all measures allowed by law without restriction. The Hart Voting and Voter Management System shall equally restrict voters from voting in contests and upon questions for which they are not entitled to vote.

B. Election Voting

The Hart Voting and Voter Management System shall comply with current California and current federal election statutes and have the ability to change as the statutes change. Software changes are provided as part of HART's annual support as long as COUNTY is current with annual support fees.

C. Equipment/System Readiness Tests

Each DRE device and its auxiliary equipment, and all central counting equipment, shall provide a method for verifying proper preparation for an election and for verifying that both the hardware and the software are functioning correctly. These tests and diagnostic procedures may be executed manually or automatically to validate the proper execution of individually selected equipment functions.

D. Verification at the Central Office

The Hart Voting and Voter Management System shall have a means to verify the correct extraction of voting data from transportable memory devices, or for the acquisition of such data over secure communication links. Verification shall include the use of security procedures and communications security devices to be employed during the consolidation of actual voting data, as well as such other tests necessary to assure the readiness of the equipment and to accommodate administrative reporting requirements.

E. Reporting at the Central Office

Any portion of the Hart Voting and Voter Management Systems used to process ballots cast by a voter at the polling place or absentee ballots in a central count environment shall have the ability to provide a printed record of the votes cast upon verification of the authenticity of the commands.

F. Absentee Voting Requirements

The COUNTY conducts two (2) types of absentee voting: (1) mail-in absentee voting, and (2) in-office absentee voting. The HART System must integrate, either manually or programmatically, with COUNTY's existing elections information management system (EIMS) in the issuance, receipt, processing, and voting records up to and until the HART eRegistry™ has been implemented, after which such integration will be accomplished programmatically.

G. Interface

HART shall provide an interface, either manually or programmatically, between the Hart Voting and Voter Management System and COUNTY's existing elections information management system (EIMS) and legacy system, after which such integration will be accomplished programmatically.

H. Early Voting

The Hart Voting and Voter Management System shall allow for early voting without the addition of additional hardware or software. The system will also allow for the incorporation of a portable computer, at COUNTY's discretion, to more fully automate the early voting process.

VII. POLLING PLACE

A. Opening the Polling Place

The Hart Voting and Voter Management System shall provide a means of verifying that the selection features work. The Hart Voting and Voter Management Systems shall provide a means of activating the vote recording device and verifying that the devices have been correctly prepared and will allow the counting or casting of ballots.

B. Verification at the Polling Place

The Hart Voting and Voter Management System shall have the ability to provide a printed record of all of the following upon verification of the authenticity of the commands:

(1) Zero vote count,

(2) Number of voters casting ballots,

(3) Election results for each JBC upon closing of the polls, and

(4) Future enhancement, within the term of this Agreement, shall include combined results for the JBC at each polling location.

VIII. CASTING AND COUNTING OF ELECTRONIC AND PAPER BALLOTS

A. Presentation of All Candidates and All Measures/Propositions per Voter

The Hart Voting and Voter Management System shall generate ballots that indicate the name of every candidate, the candidate's ballot designation (BD) and a brief summary of every local or state measure/proposition on the ballot on which the voter is entitled to vote.

B. Voter Instructions

The Hart Voting and Voter Management System shall provide instructions and a means by which the voter may directly mark the ballot to cast votes.

C. Enable Legal Number and Combination of Votes

The Hart Voting and Voter Management System shall enable the voter to vote for all contests ("contest" includes candidates, local measures, state propositions) appearing on the ballot in any legal number and combination to which the voter is entitled.

D Election Day Power Loss

The Hart Voting and Voter Management System shall, in case of power interruption at the polling place, provide a means for voting operations to continue. This means shall consist of an un-interruptible power supply (UPS), internal battery backup, or other means to keep voting equipment active.

E. Voting Ease of Use

The Hart Voting and Voter Management System shall be designed so that actions performed by the voter, such as making a vote selection, are easily understood so that errors are prevented to the maximum extent possible, and so that the features of the Hart Voting and Voter Management System prior to casting the ballot facilitate recovery from an erroneous action.

F. Over-Voting

The Hart Voting and Voter Management System shall not permit a voter to over-vote a contest and shall enable the voter to correct all selections.

G. Under-Voting

The Hart Voting and Voter Management System shall warn a voter in the event of under-voting a contest and permit correction or acceptance.

H. Write-in Voting

The Hart Voting and Voter Management System shall provide a means of recording the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest in compliance with California's Elections Code.

I. Final Ballot Review

The Hart Voting and Voter Management System shall allow the voter to review and modify all selections before final casting of the votes.

J. Voting in a Recall Election

The Hart Voting and Voter Management System shall provide for the casting of a ballot in a recall election in the manner specified in California Elections Code.

K. Count of Votes Cast

The Hart Voting and Voter Management System shall count each ballot as it is cast. The Hart Voting and Voter Management System shall have a public counter that displays the number of ballots cast. The Hart Voting and Voter Management System shall have a security lock and seal that prohibits access to voting results at the polling place.

L. Closing and Reporting

Voting devices shall provide a means for closing the polls and for preventing the further casting of ballots once the polling place has closed. After the polls have been closed, the Hart Voting and Voter Management System shall produce voting data summary and system status reports, as specified by COUNTY, for inspection and signature by the designated polling place official(s). The System shall have the ability to provide a printed record of all of the following upon verification of the authenticity of the commands:

(1) Number of voters casting ballots,

(2) Election results for each JBC upon closing of the polls, and

(3) Future enhancement, within the term of this Agreement, shall include combined results for the JBC at each polling location.

M. Electronic File Transmission of Polling Place Results

In addition to the casting of votes and tabulation of Hart Voting and Voter Management System results, the Hart Voting and Voter Management System shall have the capacity to create an electronic data file or similar compilation, containing each precinct's results and suitable for being transported to a regional counting station, from which they may be electronically transmitted to the central office.

N. Electronic Data Pack Transmission of Polling Place Results

The Hart Voting and Voter Management System shall include data packs or memory cards, which permit the physical transporting of an electronic copy of polling place results to a receiving station and devices for transmitting results of the individual precincts from the regional collection ("accumulation") center to the central office by modem or similar device.

O. Unofficial Tally Reporting

The Hart Voting and Voter Management System shall provide for the release of unofficial results after closing the polls (only through the central office and not at polling places). The Hart Voting and Voter Management System shall be capable of generating reports of votes counted for one or more precincts, one or more contests, and one or more measures.

P. Official Tally Reporting

Official voting data reports for the complete county shall comply with the current requirements of the California Elections Code at the time of implementation.

Q. Electronic Transmission to Secretary of State

The Hart Voting and Voter Management System software components must accurately perform the reporting and transmitting functions such that the results data can be received in a form usable for tabulating results. These results are then conveyed electronically to the Secretary of State's Office over its statewide system for election night reporting. The reporting system for creating and conveying the results to the Secretary of State's Office will be delivered as part of Hart's standard California reporting package. Changes to this standard functionality will be agreed upon between COUNTY and HART at additional cost.

IX. DATA / REPORTS / AUDITS

A. Control of Precinct Reports

The Hart Voting and Voter Management System shall provide a means of producing a printed report of the cumulative votes counted at the precinct and by individual machine (post election), and for extracting this information from a transportable programmable memory device or data storage medium, if one is used. Until the proper sequence of events associated with closing the precinct has been completed, the Hart Voting and Voter Management System shall not allow the printing of a report or the extraction of data.

B. Consolidation of Precinct Results

If more than one (1) unit of vote-counting equipment is used in a precinct, the Hart Voting and Voter Management System shall provide a means for consolidating the data contained in each unit into a single report for the precinct. The consolidation process shall comply with the security and procedural requirements for the system as a whole and for individual counting devices.

C. Precinct Report Content

As a minimum, voting data reports for each precinct shall include:

(1) Number of ballots cast by each ballot configuration/type,

(2) Candidate and measures vote totals for each contest,

(3) The number of ballots read within each precinct, by type, including totals for each party in primary elections,

(4) Number of Registration & Election Department provisional ballots cast, and

(5) Number of write-in votes cast (for each contest).

D. Data Communications

The Hart Voting and Voter Management System shall support a means for the secure electronic transfer of voting data from the precinct to the central office (only upon close of precinct).

E. Audit Records for Entire Election Process

The Hart Voting and Voter Management System shall produce audit records for all phases of election operations. These records rely upon automated audit data acquisition and machine-generated reports with manual input of some information. Primary emphasis is placed upon audit records of the ballot preparation and election definition phase, of system readiness tests, and ballot-counting operations. The DRE voting software shall activate the logging and reporting of audit data as described in the following sections.

F. Real-Time Audit Records

The timing and sequence of audit record entries is as important as the data contained in the record. The Hart Voting and Voter Management System shall allow for the creation and maintenance of a real-time record. The purpose of the real-time record is to provide the CARE operator or precinct official with continuous updates on machine status. This information allows effective operator intervention during an error condition and contributes to the reconstruction of election-related events necessary for recounts or litigation.

G. Real-Time Clock

The Hart Voting and Voter Management System shall incorporate a real-time clock as part of system hardware and meet all current Secretary of State requirements at the time of implementation. It shall maintain an absolute record of the time and date of a record relative to some event whose time and data are known and recorded. All audit record entries shall include the time-and-date stamp. The clock shall run regardless of power loss (until backup power is expended).

H. Continuous Audit Record

The audit record shall be active whenever the Hart Voting and Voter Management System is in an operating mode; this record shall be available at all times, though it need not be continually visible. The generation of entries shall not be terminated or interfered with by program control or by the intervention of any person. The physical security and integrity of the record shall be maintained at all times. Once the Hart Voting and Voter Management System has been activated for ballot processing, the contents of the audit record shall be preserved during any interruption of power to the system until processing and data reporting have been completed.

I. Audit Record Printer

A separate printer is not required for the audit record, and the record may be produced on the standard Hart Voting and Voter Management Systems hard copy output device if the following conditions are met:

(1) The generation of audit trail records does not interfere with the production of output reports.

(2) The entries can be identified so as to facilitate their recognition, segregation and retention.

(3) The physical security of the audit record entries can be ensured.

A separate printer is required if the foregoing conditions are not met.

J. Pre-election Audit Reports

During election definition and ballot preparation phases, an audit log shall be maintained of completion of the baseline ballot formats and modifications to them, a description of these modifications, and corresponding dates. These data are required to verify that the election-specific database has been correctly prepared and maintained throughout subsequent modifications to the baseline format.

K. Audit Log Content

The pre-election audit log shall include manual data maintained by election personnel, samples of all final ballot formats, and the ballot preparation edit listings associated with them.

L. System Readiness Audit Record

Prior to the initiation of ballot counting, the Hart Voting and Voter Management System shall be able to verify hardware and software readiness status by means of an audit record. This readiness audit record shall include the identification of the software release, the identification of the election to be processed, and the results of software and hardware diagnostic tests. In the case of Hart Voting and Voter Management Systems used at the precinct polling place, the record shall include the precinct's identification.

M. Ballot Format Test

The ballot interpretation capability shall test ballot formats to be processed. Such tests shall verify the allowable number of votes for a contest, the combinations of voting patterns permitted or required by the using jurisdiction, the inclusion or exclusion of a contest as a result of multiple ballot formats within the precinct, and any other characteristics that may be peculiar to the jurisdiction, the election, or the precinct's location.

N. Processing of Test Ballots

The readiness audit capability shall allow the processing, or simulated processing, of sufficient test ballots to provide a statistical estimate of processing accuracy.

O. Deletion of Test Ballot Data

The Hart Voting and Voter Management System shall ensure non-contamination of voting data by means of checks of all data paths and memory locations to be used in actual vote recording. Upon the conclusion of the tests, the software shall provide evidence in the audit record that the test data have been expunged.

P. Screen Registration

The Hart Voting and Voter Management System shall have all screen registration requirements completed during the logic and accuracy testing process ("L & A") at the central office and shall not become misaligned during the course of an election.

Q. In-Process Audit Records

The Hart Voting and Voter Management System shall provide in-process audit records consisting of data documenting system operations during diagnostic routines and the casting and tallying of ballots. At a minimum, the in-process audit records shall contain machine generated error and exception messages to ensure that successful recovery has been accomplished. Examples include:

(1) System Interrupts. The source and disposition of Hart Voting and Voter Management Systems interrupts resulting in entry into exception handling routines.

(2) Exception Handlers. All messages generated by exception handlers.

(3) Error ID & Count. The identification code and number of occurrences for each hardware and software error or failure.

(4) Security Notifications. Notification of Hart Voting and Voter Management Systems login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing. This information shall be stored on a non-volatile medium such that this information will survive the "crash" of the Hart Voting and Voter Management Systems.

(5) Event Notifications. Other exception events such as power failures, failure of critical hardware components, data transmission errors, or other type of operating anomaly.

(6) System Status Messages.. Critical system status messages other than informational messages shall be recorded by the system during the course of normal operations. These items include:

- Startup,
- Diagnostic and status messages upon startup,
- Zero Total,
- The "zero totals" check conducted before opening the polling place or counting a precinct centrally,
- Voter Transaction,
- The event and time, if available, of enabling/casting each ballot, i.e., each voter's transaction as an event,
- Non-critical Messages, and
- Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors are not required in real-time and may, instead, be reported in log form.

(7) Post-election Audit Records. After all ballots have been counted at the Central Office, the Hart Voting and Voter Management System shall provide an audit record of all operator actions and system events occurring during consolidation of voting data and the preparation of the official canvass.

(8) Reports for Required Hand Count. The Hart Voting and Voter Management System shall print the reports necessary to perform a manual count as required by the current California Elections Code at the time of implementation.

X. RECOVERING FROM ERROR CONDITIONS

A. Display of User Error Messages

Error message entries shall be made and reported as they occur. Except for error messages which require resolution by a trained technician, all other error messages requiring intervention by an operator or precinct official shall be displayed or printed unambiguously in easily understood language text or by means of other suitable visual indicators. The Hart Voting and Voter Management System will also accommodate notification of visually impaired voters or direct notification of poll workers.

B. Fail-Safe Responses to User Error Messages

The message cue for all Hart Voting and Voter Management System shall clearly state the action to be performed in the event that voter or operator response is required. The Hart Voting and Voter Management System design shall ensure that erroneous responses will not lead to irrecoverable

error. Nested error conditions shall be corrected in a controlled sequence such that system status shall be restored to the initial state existing before the first error occurred.

C. Display of Technician Error Messages

When numerical codes are used for trained technician maintenance or repair, the text corresponding to the code shall be self-contained or an instructional sheet shall be affixed inside the unit device. This is intended to reduce inappropriate reactions to error conditions and to allow for ready and effective problem correction.

D. Poll Worker Error

In the event of a poll worker error in operating the vote recorder, the Hart Voting and Voter Management System shall provide audible and/or visual indication of the error and a means for correcting the error which does not result in the corruption of any previously cast voting data or inhibit the continuance of voting after the error has been corrected.

XI. PERFORMANCE REQUIREMENTS

A. Voting Capacity

The Hart Voting and Voter Management System must be capable of serving up to 500,000 registered voters in six hundred (600) precincts, and shall be capable of additional growth to meet any increase in voter rolls anticipated by COUNTY during the term of the Agreement. Such growth shall be possible through the acquisition of additional polling place equipment only. All election administration and voting data reporting software shall be capable of supporting this growth without modification.

B. Reporting Capacity

The Hart Voting and Voter Management System must be capable of computing and reporting results of the total votes cast within three (3) hours (by 11:00 p.m.) following the receipt of all JBC™s (by 8:00 PM) at the Central Office.

C. Durability

The Hart Voting and Voter Management System shall be designed and constructed to permit operational use for a minimum service life of fifteen (15) years. HART shall provide normal maintenance on a schedule specified by HART. Parts will be made available for the service life of this equipment.

D. Reliability

The Hart Voting and Voter Management System shall be designed and constructed to assure that the reliability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the 2002 Voting System Standards.

E. Maintainability

The Hart Voting and Voter Management System components shall be designed and constructed to assure that the maintainability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the 2002 Voting System Standards.

F. Availability

The Hart Voting and Voter Management System shall be designed and constructed to assure that the availability of a vote-recording device during a normal cycle of preparation and elections use shall meet or exceed the requirements specified in the (2002) voting system standards.

G. Operation Through Power Failure

The Hart Voting and Voter Management System shall provide for continuation of voting operations for a minimum period of 3 hours in the event of interruption of external power, and up to eighteen (18) hours for a DRE/JBC™ with battery backup.

H. Safety

The Hart Voting and Voter Management System shall contain no identified hazards to personnel and/or equipment occurring during operation, maintenance, storage, transportation or disposal. Residual potential hazards shall be mitigated by design redundancy, fail-safe features, safety devices, warning devices, operational constraints, and/or precautionary procedures. The content of this section notwithstanding, the Hart Voting and Voter Management System shall comply with all of the safety requirements of all applicable California and Federal occupational safety and health standards at the time of delivery.

XII. SECURITY/CONFIDENTIALITY

A. System Security Requirements

COUNTY shall implement security procedures to prevent unauthorized physical access to sensitive voting equipment. The Hart Voting and Voter Management System shall include and support operational features to prevent both inadvertent and deliberate operations that could result in the disruption of the election process and corruption of election administrative and voting data.

B. Operations Access Control

The operation of the Hart Voting and Voter Management System shall be consistent with the administrative access control system of COUNTY, enabling only designated personnel to access system functions which they are authorized to perform and preventing their access to system functions which they are not authorized to perform.

C. Role-Based Access Control

All COUNTY staff and poll workers permitted access shall be issued user names and passwords and shall be grouped in the system by role, and granted access based upon their designated role.

D. County Administrator Access Control

COUNTY's designated system administrator shall be able to grant or revoke access to system capabilities according to roles and shall be able to grant or revoke assignment of roles to individual logon IDs.

E. Security Reporting

COUNTY's system administrator shall be able to report on user activity by logon ID. These reports shall contain details on user, date, time and type of access.

F. Equipment Operation Confidentiality

HART warrants that there are no installed devices or software for vendor tracking of Hart Voting and Voter Management System hardware and software usage. The Deliverable will perform as described in the Specification in all material respects and will not contain viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines coded or introduced by HART into any software, Deliverable or Product delivered or provided by HART to COUNTY, and HART will use commercially reasonable efforts to ensure that no similar harmful or deleterious programming routines are contained in any third-party software provided by HART for inclusion in the Deliverable or Product; provided, however, that the representations and warrants provided by HART for the Deliverable or Product will not apply to any problem as a result of any misuse, accident, neglect, improper installation or modification to the Deliverable by COUNTY or any third party.

G. Ballot Security

The Hart Voting and Voter Management System shall provide acceptable ballot security procedures and impoundment of votes cast to prevent tampering with, or substitution of, any votes cast. The voting devices must be constructed in such a manner that during the progress of voting, every person is precluded from seeing or knowing the number of votes thus far registered for any candidate or question.

H. Security Procedures

HART shall provide detailed documentation for recommended user procedures that enhance system security to prevent or detect tampering with or altering of the codes or programs for tabulating votes cast.

I. Security and Confidentiality of Data Communications

The Hart Voting and Voter Management System shall provide a means to assure that all administrative and voting data transmitted from one device to another within a site, or transmitted between sites, shall be protected against unauthorized access and corruption of data.

XIII. INTERFACE

A. System Interface Requirements

The Hart Voting and Voter Management Systems shall provide an interface, either manually or programmatically; to export and import data to and from COUNTY's EIMS (Election Information Management System) and COUNTY's legacy system.

XIV. TESTING

A. Ballot Testing

Each ballot format generated for the simulated primary election and each ballot format generated for the simulated general election shall be used to vote test ballots in the pattern and quantity specified in the Exhibit C.

B. Multi-lingual Capability Testing

Ballot formats and audio tracks generated for the simulated primary election and all ballot formats and audio tracks generated for the simulated general election shall be produced in each of the languages that the voting system can accommodate.

C. Programming and Software Installation Testing

Ballot vote recorders in the quantities specified in the System Acceptance Test Plan shall be programmed for the simulated primary election, the simulated special election and the simulated general election. Correct programming shall be verified by performing a logic and accuracy test.

D. Equipment Readiness Testing

DRE devices in the quantities specified in Exhibit C shall be activated to demonstrate that all built-in diagnostic tests are functioning as designed. Through these tests HART will demonstrate to COUNTY that the system meets Independent Testing Authority, federal, and Secretary of State requirements. COUNTY, at its sole discretion, may determine that additional special tests and examinations are required to assure compliance with its requirements. As required, the cost of these additional tests will be negotiated.

E. System Readiness Testing

All Hart Voting and Voter Management System hardware and software, inclusive of DRE devices in the quantities specified in Exhibit C shall be integrated and operated in a manner simulating the conduct of a primary election and a general election. This integration and operation shall include the simulation of inclusion of absentee ballots, such other "clean up" (i.e. provisional and spoiled ballots) procedures as are authorized by COUNTY, and the production of all system-level reports.

F. Verification of Pre-election Operations

All specified pre-election operations at the precinct and the central office shall be performed and validated.

G. Verification of Election Operations

A simulated primary election and a simulated general election shall be performed as specified in the System Acceptance Test Plan (Exhibit C).

XV. SYSTEM ARCHITECTURE

A. HART HARDWARE — Voting Device Requirements

(1) **DRE Voting Device Use Indicator**
Each voting device shall include an audio or visual indicator to polling place officials that the device is in use or that a voter has cast a ballot.

(2) **DRE Voting Device Public Counter**
Each voting device shall include a public counter, which must show during any period of operation the total number of voters who have voted on the machine and whose registered selections have been recorded.

(3) **DRE Voting Device Lock**
Each voting machine must include a lock or locks, the use of which locks all operation of the tabulation element of the machine and which absolutely prevents (i.e. seals) the alteration of the cumulative count of votes.

(4) **DRE Voting Device Tamper Prevention**
Each voting device shall include design features that preclude tampering or damage.

(5) **DRE Voting Device Reports**
Each voting device shall include elements that generate, at the finish of operations, printed records of the total number of votes cast (including contest or contest ID)**:**

- For each candidate whose name appears on the ballot,
- For and against any question appearing on the ballot, and
- For the name (as entered by voters) and the total number of votes cast for any individual whose name does not appear on the official ballot.

(6) **Power Fluctuations**
HART shall be responsible for specifying all power protection and backup hardware and software necessary to ensure equipment operation during any utility power fluctuations (spikes or dips).

HART shall deliver the eSlate® hardware in accordance with schedules in the project schedule in Exhibit D.

B. SOFTWARE

(1) **ES&S Legacy System Integration**
HART shall develop data import functionality allowing election data from the legacy ES&S Election Information Management System to be transferred, either manually or programmatically; into the BOSS™ application database. The following types of data will be transferred, either manually or programmatically.

- Candidate Names
- Candidate Party Affiliations
- Contest Titles
- Precincts
- Districts
- Rotation information for candidates

HART shall also test this functionality with test scripts reviewed by COUNTY to ensure system integrity.

(2) **Calvoter Reporting**

HART shall deliver a data file matching the file layout to be delivered by COUNTY. The data file will be used to electronically transfer election night results to the California Secretary of State's Office over its statewide reporting system. The reporting system for creating and conveying the results to the Secretary of State's Office will be delivered as part of Hart's standard California reporting package. Changes to this standard functionality will be agreed upon between COUNTY and HART at additional cost.

(3) **Acceptance Testing**

HART and COUNTY will conduct acceptance testing in accordance with established procedures set forth in Exhibit C. The parties understand that there will be a separate acceptance testing period for the voter management system. COUNTY personnel will conduct testing with on-site technical assistance as defined by the project plan and SOW provided by HART. COUNTY shall supply sufficient floor space in COUNTY's Elections warehouse for temporary storage and staging areas in order to conduct acceptance testing. Testing of the equipment is scheduled immediately upon delivery as documented in the Project Schedule (Exhibit D). Following successful acceptance testing of each piece of equipment in a shipment, COUNTY will document acceptance in writing.

(4) **Tabulation Reporting**

HART will support election results reporting using our standard California Reporting package. Changes to this standard functionality will be agreed upon between COUNTY and HART at additional cost.

C. EQUIPMENT

(1) **Transport of Equipment**

HART shall recommend and define the manner of transport of HART voting equipment that is stored in the Elections Division warehouse that is consistent with the definition of portable equipment. The transported equipment shall be of a size and weight to be assembled/disassembled by poll workers in accordance with California Labor Law.

(2) **COUNTY Receipt of Equipment**

HART shall transfer the eSlate® voting equipment, software, documentation and supplies to the COUNTY-designated location at the time outlined in the Project Plan (Exhibit D).

(3) **Spare and Repair Parts Requirements**

HART shall provide COUNTY on-site spare DRE devices and other spare equipment and repair parts as required to support the Hart Voting and Voter Management System during the term of this Agreement.

(4) **Environmental Requirements**

HART must identify the minimum environmental conditions required at the polling place and COUNTY's warehouse facilities for the proper operation of the eSlate® voting devices. HART must identify any known or anticipated changes or upgrades required at COUNTY facilities to accommodate the installation, storage and proper operation of the Hart Voting and Voter Management System.

Hart Voting System Training Planner for San Mateo County, CA

Course Titles \ Details	Trainees							Class Details			Calculations						
	Central Office Staff	Support/Warehouse Personnel	Paper Ballot Resolution Team Members	Rally Substation Operators	Lead Poll Workers	Alternate Lead Poll Workers	Non-lead Poll Workers/Clerks	Maximum Class Size	Time Allowed for Course	Sessions Per Day	Number of Trainees	Number of Sessions	Number of Person-Days	Number of Simultaneous Sessions	Number of Calendar Days	Number of Classroom Hours	Number of Trainer Person-Hours Work
Hart Voting System Management and Tasks Course[1]	4	4						8	4 hours	2	8	1	0.5	1	0.5	4	6
HVS Polling Place Operations Course (Administrative and ABS In-Person)[1]	8	8	2	4	2	2		26	4 hours	2	26	1	0.5	1	0.5	4	6
BOSS Operator Training Course[2]	4							8	2 days	0.5	4	1	2	1	2	16	24
Ballot Now Operator Training Course[2]	4		2					8	1 day	1	6	1	1	1	1	8	12
Tally and Rally Operator Training Course[2]	4							8	1 day	1	4	1	1	1	1	8	12
Rally Substation Operator Training Course[2]	1	1		4				10	2 hours	4	6	1	0.3	1	0.3	2	3
Support Procedures Course[2]	4	8						16	1 day	1	12	1	1	1	1	8	12
Intra-Office Training Mock Election[2]	4	4	2	4	2	2		24	4 days	0.25	18	1	4	1	4	32	48
Polling Place Courses Train-the-Trainer[1]	4	4			4	4		20	4 days	0.25	16	1	4	1	4	32	48

Total Number of Trainees	100
Total Calendar Days of Training	14.25
Total Classroom Hours of Training	114
Total Trainer Person-Hours of Work	171

(1) No. Management-Level Trainees	42
(2) No. Software Trainees	50
(3) No. Poll Worker Trainees	8

No. Precincts	500
No. Registered Voters	370,000
No. ABS In-Person Polling Places	1
No. Election Day Polling Places	500+/-
Voter Education and Outreach Package	A-E

This is the Hart InterCivic Training Planner.

The table is based on:
-No more than two software course trainees per available PC
-Hart InterCivic Trainers leading the first phase of Election Day and Early Voting poll worker training
-Conducting full Polling Place Operations training with lead and alternate lead poll workers
-Including Make-Up, or "Emergency", classes for up to 10% of the Election Day poll workers assigned to lead poll worker courses. This is a risk-reduction step.
-Implementing Hart InterCivic's Train-the-trainer program for future poll worker training
-Central Office Staff of up to 8
-Support Staff of up to 8
-Miscellaneous temporary and part-time staff

This training planner is intended to reflect training included in the initial phase of implementation. Training is not ongoing or repeating unless otherwise indicated in the contract.

Note: The Intra-office Training Mock Election is intended as an in-house practice applying the skills learned in training. It is not a public test of the system.

Exhibit A.2

DOCUMENTATION

This is the “place holder” for the system and training documentation to be provided to the Customer in electronic form.

EXHIBIT B:
EQUIPMENT AND PRICING
SAN MATEO COUNTY, CALIFORNIA

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE (US Dollars)
Hart System Hardware & Equipment: $ 8,997,747.50				
2,100	eSlate®	Electronic Voting Appliance	$2,500.00	$5,250,000.00
2	eSlate® Demonstration Units	eSlate® demonstration units	$2,500.00	$5,000.00
525	DAU™ Upgrade	Disabled Access Unit upgrade	$500.00	$262,500.00
525	JBC™ 1000	Judge's Booth Controller	$2,500.00	$1,312,500.00
2,100	VBO™	Verified Ballot Option (VVPAT component)	$1,000.00	$2,100,000.00
1,575	eSlate® Voting Booth/Case	Voting booth/carrying case for eSlate®	Included	No Charge
525	eSlate® Accessible VotingBooth/Case	Booth/case for the Disabled Access Units	Included	No Charge
1,050	Mobile Ballot Box™ / Audio Card	Memory card with ballot data and audio card	Included	No Charge
1,050	Additional MBB / Audio Card	Spare ballot data memory and audio cards	$59.25	$62,212.50
263	eSlate® Storage Caddy	Storage rack for 8 voting booth/cases	Included	No Charge
25	Tactile Switches	Low impact input switches	$167.00	$4,175.00
8	ATA Card Reader/Writer	ATA card reader	$125.00	$1,000.00
6	eCM™	Electronic security key	$60.00	$360.00
Hart Software: $ 440,000.00				
1	Voting Management System	BOSS™, Tally™, Ballot Now™, and	$250,000.00	$250,000.00
1	Voter Management System	eRegistry ™	$190,000.00	$190,000.00
Hart Professional Services: $ 187,500.00				
1,000	Project Management Hours	One dedicated project manager	$187.50 / hour	$187,500.00
BASE ACQUISITION COST: $ 10,066,596.49				
Total Price for Hart Hardware & Equipment:			$8,997,747.50	
Total Price for Hart Software:			$440,000.00	
Total Price for Hart Services:			$187,500.00	
License & Support, Annual (1 year) (Voting System):			$273,255.00	
License & Support, Annual (1 year) (eRegistry):			$76,000.00	$ 9,974,502.50
Less Special County Discount:				(739,888.65)
HART VOTING SYSTEM BASE PURCHASE PRICE: $9,234,613.85				
State and Local Taxes (8.25%):			$761,855.64	
Freight:			$54,365.00	
California Electronic Waste Recycling Fee (2,627 units x $6.00):			$15,762.00	$831,982.64
SUBTOTAL: BASE ACQUISITION COST:				$ 10,066,596.49
Other Hardware: $ 255,670.00 (HART shall not buy without COUNTY's prior approval, and COUNTY has option to buy elsewhere.)				
12	PCs: 9 Desktop; 3 Laptop	Workstations and Servo™, including 12 monitors (17", 23")		$46,155.00
5	Laser Printers: 3 high- and 2 low-volume			$12,550.00
3	Scanners, high-volume			$195,000.00
3	Scanner Scan Aid Kits & Backup Lamps	3 each, Scanner Scan Aid Kits & Replacement Lamps		$1,965.00
SUBTOTAL: OTHER HARDWARE:				$ 255,670.00
Optional Extended Warranty ($25 per unit per year): $ 131,250.00			**Unit Cost**	**Extended**
1 Year (Y2)	Optional Extended Warranty for VBOs (2100 units)		$52,500.00	$52,500.00
1 Year (Y4)	Optional Extended Warranty for eSlates, DAUs, and JBCs (3,150 units)		$78,750.00	$78,750.00
SUBTOTAL: OPTIONAL ITEMS:				$ 131,250.00
GRAND TOTAL ACQUISITION COST:				$ 10,453,516.49

Polling Place Equipment Acceptance and Functionality Test Procedures

Hart Voting System

System Version 5.X Series

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Table of Contents

Introduction 42

Checking eSlate System Testing Supplies 43

eSlate System Acceptance Test Staffing Workflow 44

eSlate System Acceptance and Functionality Test Workflow 45

eSlate System Acceptance and Functionality Test Procedures 46

Checking eScan System Testing Supplies 63

eScan System Acceptance Test Staffing Workflow 64

eScan System Acceptance and Functionality Test Workflow 65

eScan System Acceptance and Functionality Test Procedures 66

Appendices

Appendix A: JBC Functionality Test Documentation 75
Appendix B: eSlate Functionality Test Documentation 76
Appendix C: DAU eSlate Functionality Test Documentation 77
Appendix D: Demonstration eSlate Functionality Test Documentation 78
Appendix E: eScan Functionality Test Documentation 79
Appendix F: eScan Ballot Box Functionality Test Documentation 80
Appendix G: eScan Voting Booth Functionality Test Documentation 81
Appendix H: eSlate Voting Booth Functionality Test Documentation 82
Appendix I: eSlate Booth Caddy Functionality Test Documentation 84
Appendix J: Battery Level Labels 86
Appendix K: JBC and eSlate Battery-Only Operations 87
Appendix L: JBC and eSlate Electronics Testing Checklist 88
Appendix M: eScan Electronics Testing Checklist 89

Introduction

The Acceptance Test is a test of the functionality of the polling place equipment as the customer first receives it. In performing an Acceptance Test, the customer is verifying that the equipment is in good working order. The Functionality Test is a test that the customer performs between election cycles to verify that the equipment is still operating correctly and is election-ready. Functionality Tests may be performed as often as the customer sees fit; once per year being a recommended minimum. Neither of these tests is a Logic and Accuracy Test or a ballot proofreading exercise.

☞ See “Polling Place Equipment Desk References”, page 359, for complete equipment operations as performed in the polling place.

Judge's Booth Controller (JBC)

eSlate

Disabled Access Unit (DAU eSlate)

eScan with Ballot Box

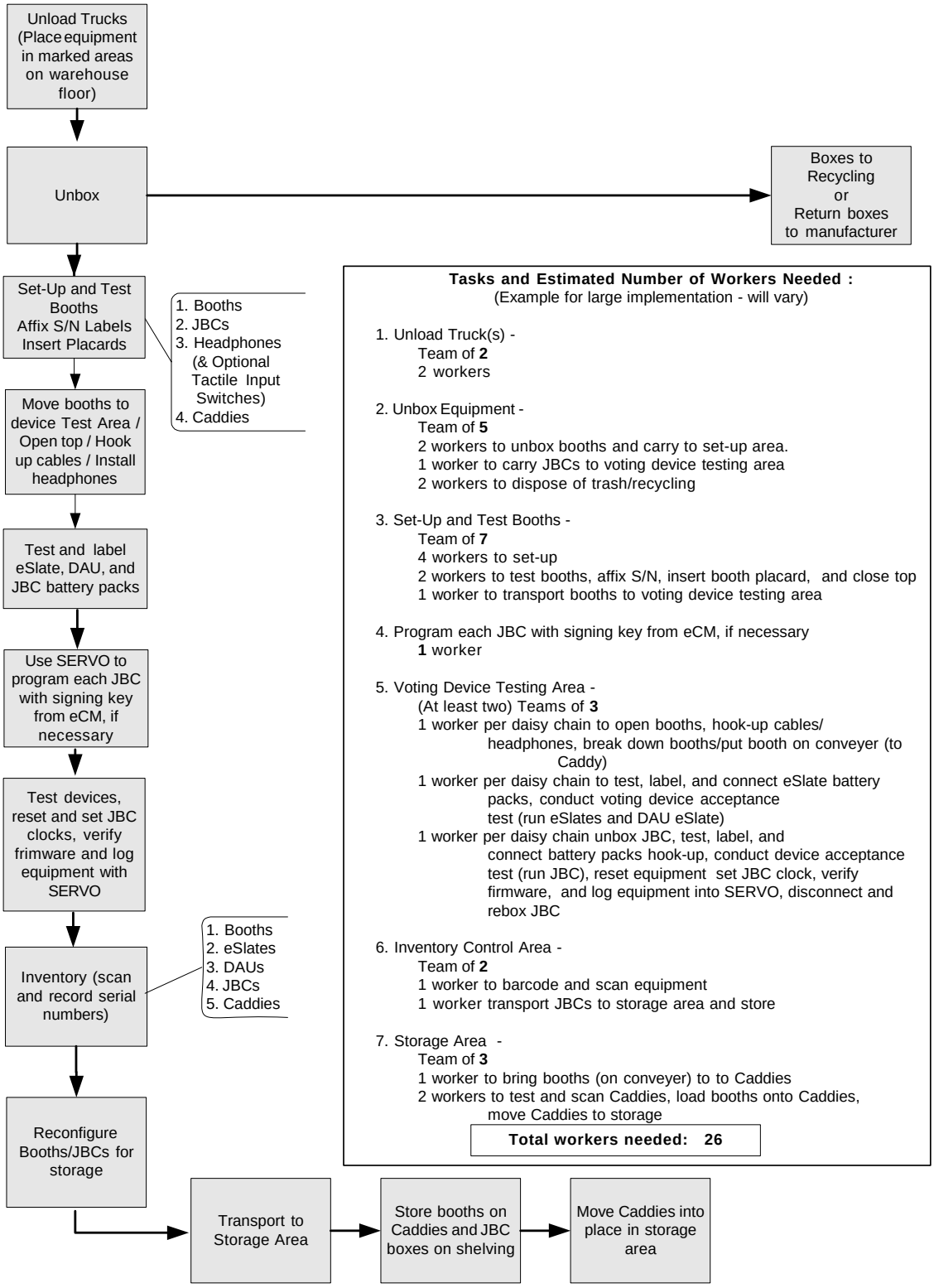
 © Hart InterCivic, Inc.

Checking eSlate System Testing Supplies

✓	***Supplies:***	***Details:***
☐	1 JBC per daisy chain of eSlates	One JBC can run up to 12 eSlates (including DAU eSlates). Unless otherwise arranged, JBCs arrive with batteries installed.
☐	eSlates in booths	Up to 12 per JBC, or 11 and one DAU eSlate. Unless otherwise arranged, eSlate units arrive in booths with batteries.
☐	DAU eSlates in booths	eSlate with audio and adaptive switch functions. Unless otherwise arranged, eSlate units arrive in booths with batteries.
☐	1 Booth Caddy per 8 eSlate booths	Optional, if using a “Caddy” system for storage
☐	1 Set of headphones per DAU eSlate	
☐	1 Set of tactile input switches (jelly switches) per DAU eSlate	Optional
☐	1 Test MBB per JBC to be tested	The MBB holds the ballot information. MBB should include both Early Voting and Election Day polling places with more than 6 precincts assigned to each, and it should be accompanied by the BOSS “Polling Place List <EV or ED> Summary” report.
☐	1 DAU audio card per testing line	The DAU audio card is a PC card with .wav files for audio information. It can be reused for testing multiple devices.
☐	2 Battery pack testers per testing line	
☐	Spare JBC printer paper rolls	If the printer roll is near its end, replace it while testing.
☐	1 PC with SERVO program for verifying firmware, logging equipment and setting JBC clocks	SET PC TIME, DATE, AND TIME ZONE TO LOCAL TIME BEFORE INITIATING SERVO
☐	1 eCM with signing key data	The eCM, through SERVO, writes the signing key data to the JBC for the initial acceptance of an MBB into the device for the election.
☐	1 Set of PC speakers for SERVO	
☐	Extension cords, as necessary	
☐	1 Surge protector/plug bar per testing line	Optional –**AVOID SURGE PROTECTORS WITH ON/OFF SWITCHES**
☐	Envelopes or file system for device reports.	Optional
☐	Shipping and inventory lists	
☐	Functionality Documentation	☞ See appendices with forms, starting on page 75.
☐	Battery Level Labels for battery packs	If you are performing functionality testing on battery levels you should tag each battery with the date and battery level.
☐	1 Table per work area	Testing areas must have AC power available
☐	1 Soft pad per table	Use anywhere JBC or eSlate will be turned over on screen
☐	“Sticky Notes” and pens for team members	Various uses
☐	The “Polling Place List Early Voting Summary” report from BOSS.	This report is used to identify the Polling Place ID.
☐	Booth Voter Instruction Placards	Optional – insert into booth sleeves while testing booths
☐	eSlate Serial Numbers for booths	One self-adhesive S/N label comes with each eSlate
☐	Bar code scanner	Optional – if supported by local inventory control process

eSlate System Acceptance Test Staffing Workflow

eSlates Delivered in Booths
With Batteries
(Recommended)



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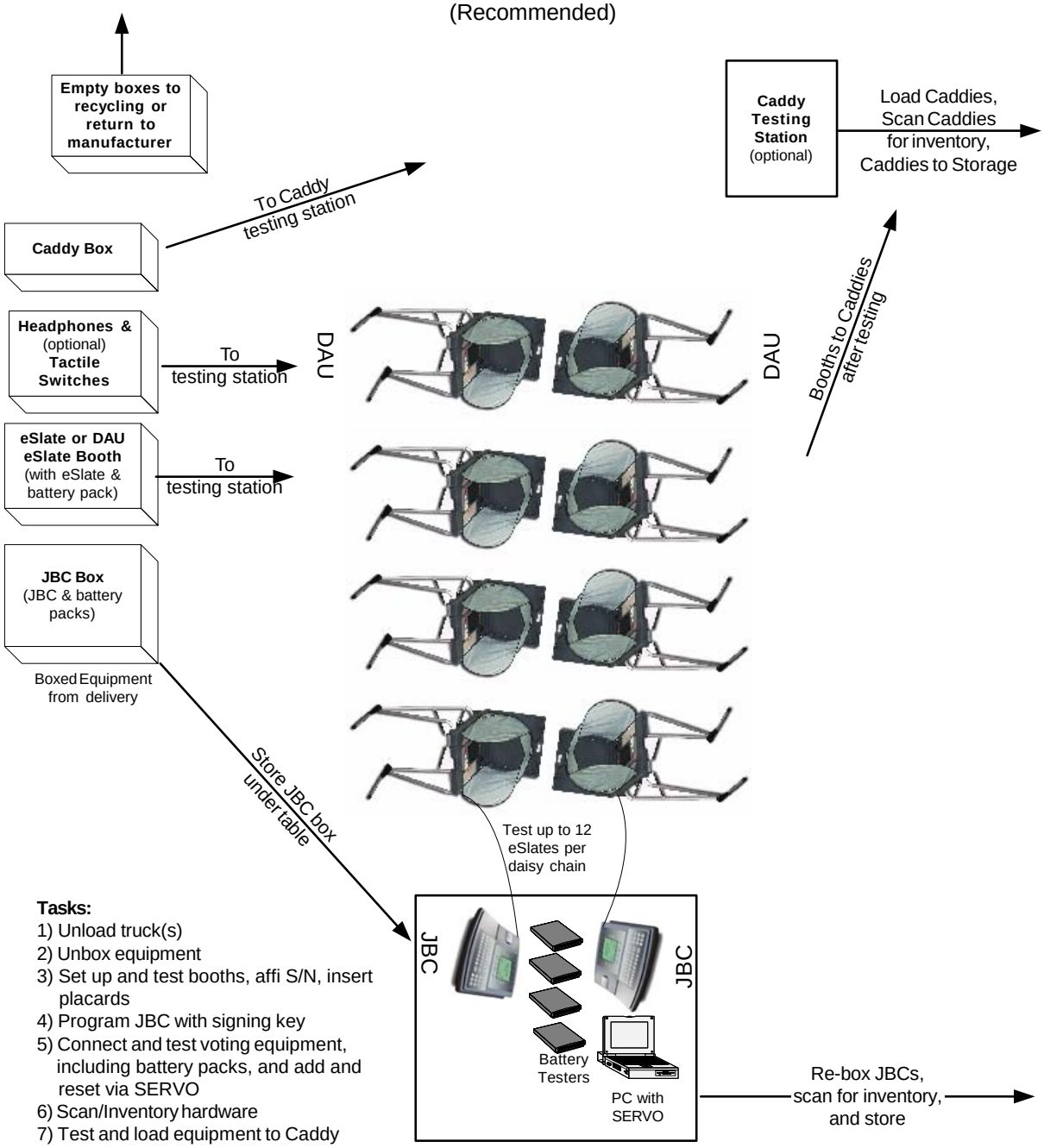
eSlate System Acceptance and Functionality
Test Workflow
eSlates Delivered in Booths
With Batteries
(Recommended)



Tasks:
1) Unload truck(s)
2) Unbox equipment
3) Set up and test booths, affi S/N, insert placards
4) Program JBC with signing key
5) Connect and test voting equipment, including battery packs, and add and reset via SERVO
6) Scan/Inventory hardware
7) Test and load equipment to Caddy system and store equipment

eSlate System Acceptance and Functionality Test Procedures

Steps:	***Details:***
1. Set up teams and assignments for each member within each team. Teams will vary per implementation, and they will vary depending on the task – an initial acceptance test is much more involved than later functional tests.	This process is simple if tasks are separated out into distinct areas and teams. Team members should also have distinct tasks within their team. ☞ See "JBC and eSlate Acceptance Test Staffing Workflow", page 44, and "JBC and eSlate Acceptance and Functionality Test Workflow", page 45. **Assignments might include:** □ Unloading trucks □ Un-boxing equipment □ Setting up booths □ Testing (inspect) booths, affixing S/N, and inserting instructional placards □ Moving booths to testing area □ Connecting booths, setting up DAU eSlate peripherals, taking down booths □ Testing and labeling eSlate battery packs, and testing eSlate units □ Setting up JBC, testing JBC battery packs, and operating JBC, including SERVO □ Adding equipment to local inventory list □ Testing and loading Booth Caddies □ Testing Demonstration eSlates at a separate station (Optional equipment)
2. Set up an area where booths will be inspected, S/N labels will be affixed to booths, and instructional placards will be inserted.	☞ See page 82 for a booth inspection checklist.
3. Set up an eSlate Booth Caddy testing area. This should be located where booths can easily be transported and stored in Caddies after electronics testing.	eSlate Booth Caddies are optional booth storage equipment. ☞ See page 84 for a Caddy inspection checklist.

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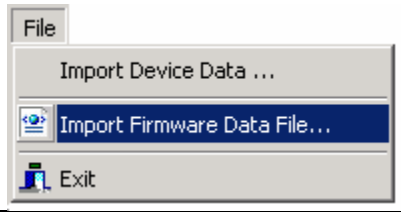
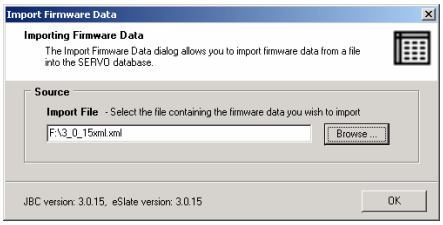
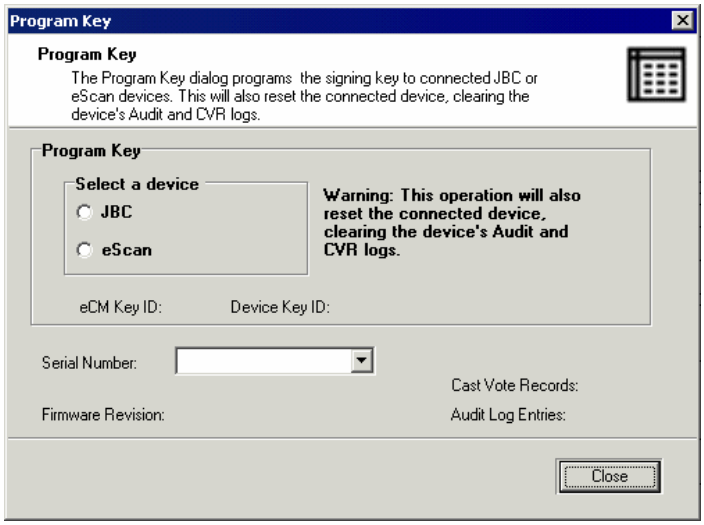
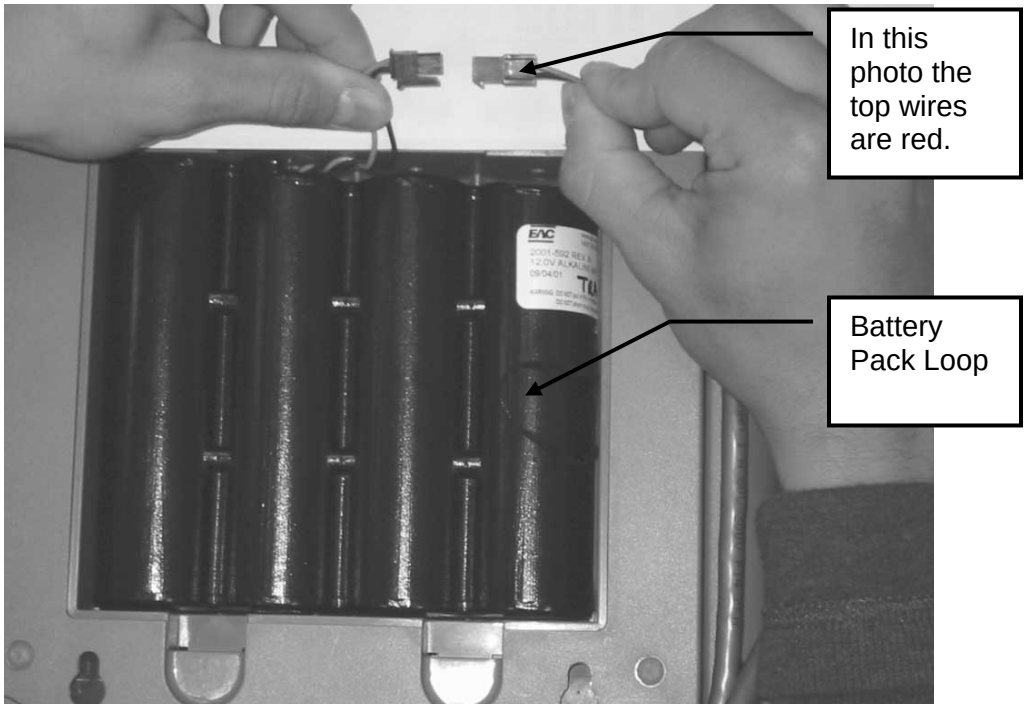
Steps:	***Details:***
4. Set up SERVO computer in an area for testing and labeling batteries and for testing equipment.	
5. After logging in to SERVO, go to **File→ Import Firmware Data File…** 	
6. Browse for the .xml file to import into SERVO for firmware verification. 	
7. While logged in to SERVO, insert an eCM for the election into a USB port on the PC and go to **Device→ Program Key.** 	If not already accomplished, program each JBC with the signing key using an eCM for the election.

Steps:	***Details:***
8. Select the checkbox in the **Program Key** window. 	☐ A message warns that JBC will be reset and Audit and CVR logs will be cleared. ☐ The JBC serial number is displayed in the **Serial Number** field after it has been programmed.
9. Attach a parallel cable from the parallel port on the SERVO PC to the JBC printer port in order to program the JBC with the signing key from the eCM. This MUST be done for EACH JBC before inserting the MBB.	☐ The parallel port may be LPT 1 (desktop), or it may be LPT 2 on a Quatech PC card with cable (laptop). ☐ Enter the PIN when prompted after connecting the first JBC. ☐ **Repeat for EACH JBC**.
10. Set up a JBC with up to 12 eSlates (after booth testing), including at least one DAU eSlate in the equipment area.	☐ Set JBC boxes under the JBC on the table, so that units can be returned to original boxes (marked with serial numbers). ☐ Check all port pins while setting up.
11. Verify quantity of each product.	Check from shipment list.

At each eSlate and DAU eSlate:

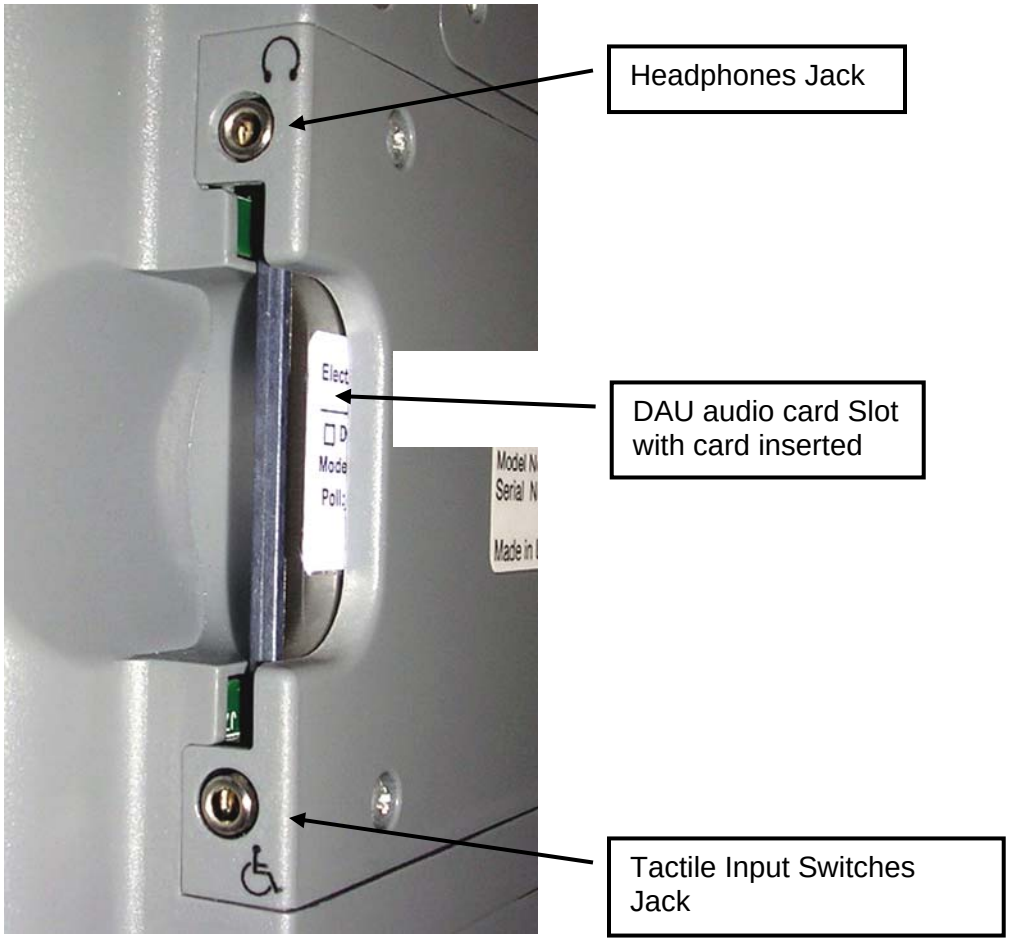
Steps:	***Details:***
12. Flip eSlate and DAU eSlate units over in their booths, test, label, and then connect battery packs. (Refer to Battery Tester documentation #6000-093).	□ Connect the tester to the battery pack and get a reading. □ Place a sticker on the battery pack, noting the battery level and the date. ☞ See page 86 for a battery level label.



When connecting the battery pack, make certain that the red and black wires are in line.

At each DAU eSlate:

Steps:	***Details:***
13. Insert the DAU audio card, headphones with volume control, and a set of tactile input switches (optional).	**Battery Testing Options**: • Test any eSlate battery power supply by pressing **ENTER** and **CAST BALLOT** at the same time before the JBC is turned on, • OR Check for battery power (red **Battery** indicator in lower right-hand corner of screen) on the Response Test, Language, or Access Code page later.



At the JBC:

Steps:	***Details:***
14. Flip the JBC over toward the left side on a padded surface, test, label, and then connect battery packs. (Refer to Battery Tester documentation #6000-093).	a. Connect the tester to each battery pack and get a reading. b. Place a sticker on the battery packs, noting the battery level and the date. ☞ See page 86 for a battery level label.

JBC battery packs

15. Insert an unvoted Test MBB into the JBC.	The MBB slot is on the right side of the JBC inside the security door.

MBB in slot

16. Connect the JBC battery “key”. (Disconnect and re-connect if it is already attached).	**DO NOT PRESS ANY JBC KEYS YET.**

JBC battery “key” to Aux DC port

Steps:	***Details:***
17. Observe the JBC booth status lights to confirm battery power.	The JBC's booth status lights cycle through green then red.

18. Power on the JBC with the AC power cable.	**DO NOT PRESS ANY JBC KEYS YET.** □ Check the power supply indicator on the JBC screen. □ Both AC and Battery power should indicate "OKAY". □ Leave the JBC tape on the device.

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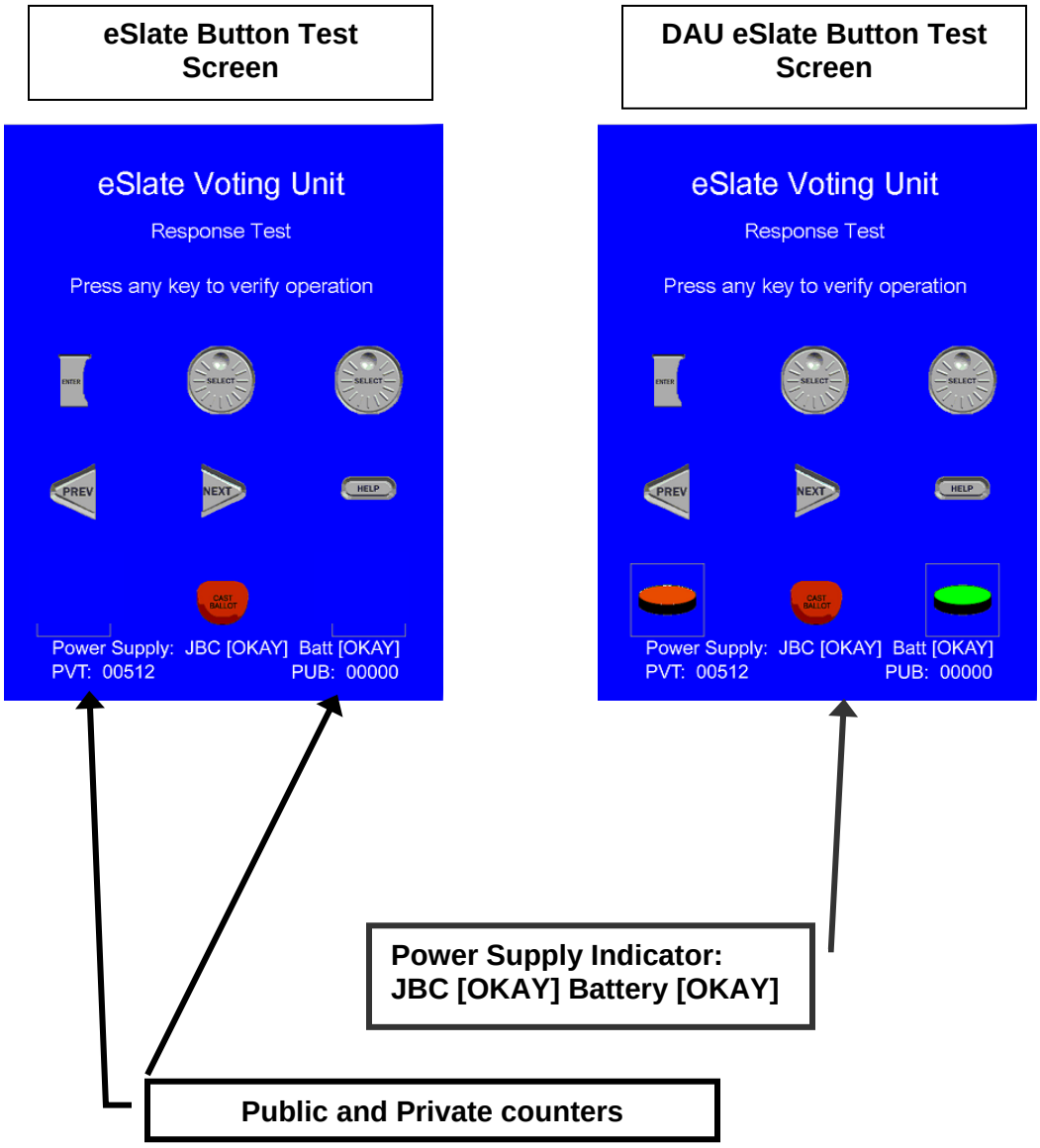
At each eSlate and DAU eSlate:

Steps:	***Details:***
19. Perform the button test for each eSlate and DAU eSlate.	□ Observe power supply messages displayed at the bottom of the eSlate button test screen. □ eSlates with battery packs should indicate that battery power is available.



At the JBC:

Steps:	***Details:***
1. Enter the Start-Up password	
2. Enter the Polling Place ID with the JBC keypad and press the ENTER key on the JBC keypad.	☞ Refer to the "Polling Place List Early Voting Summary" report from BOSS □ Test the JBC ENTER key.
3. Testing can be performed in either Early Voting or Election Day mode. Early Voting mode is recommended. Answer the EV question and press the Enter key on the JBC keypad.	□ Decide on the Acceptance Test mode ahead of time so that all teams use the same test procedures. □ Early Voting mode is recommended in case polls are mistakenly closed before testing is complete.
4. Confirm the Polling Place Name.	
5. Configure the network of eSlates.	Assign a booth number to each eSlate by pressing **ENTER** on the eSlate. • Follow prompts on the JBC. • Work from the JBC out. • Wait until the booth number is confirmed and appears yellow before pressing **ENTER** on the next eSlate.
6. Confirm AC and Battery (DC) power [OKAY] on the JBC screen.	Power status indicators for the JBC are at the center, bottom of the JBC screen.
7. Print a "Zero Tape" report on the JBC and Select ▶ **Open Polls**.	
8. Enter the Open Polls password and press Enter on the JBC keypad.	
9. Select ▶ **Add Voter** on the JBC.	
10. From the **Add Voter Enter Precinct I.D.** screen, test the soft keys on the JBC a. Press letter and number buttons until the spaces are full. b. Press an arrow button ▶ to select a precinct. c. Press the arrow button ◀ next to **Cancel**. d. Select ▶ **Add Voter** and continue testing buttons.	Test: □ Letter keys, □ Number keys, □ Printer Feed, Contrast Up, and Contrast Down keys. □ You have already tested the ENTER key. □ The ▲ and ▼ keys will not show an image on the Add Voter spaces, but will scroll through additional pages of precinct Ids (if available), six at a time. □ Do NOT test the **Close Polls** key yet. ☞ See Appendix A, page 75, for a JBC Functionality Test Documentation Form.
11. Make certain you have tested all arrow buttons ▶◀ along the screen on the JBC.	□ Test the arrow on the lower right by selecting **Check Code** or **Provisional**. □ Simply test that the arrow key responds.

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At each eSlate: ***At the JBC:***

Steps:	***Details:***
12. Press the **Help** button twice and note the JBC booth indicator light for that eSlate – the light should be flashing red and green.	
13. Cast a random ballot on each eSlate. Remember – You are testing equipment functionality, not the ballot**.**	□ Select **Add Voter** and print an ACCESS CODE for each eSlate or DAU eSlate being tested. □ Do **NOT** tear off ACCESS CODES. The JBC tape will be a record of the Acceptance Test. □ Note the "Codes Active" message on the JBC screen to monitor the number of ACCESS CODES printed. □ Note the "PUB Count" on the JBC to monitor the number of ballots cast. There should be one per eSlate. ☞ See Appendix B, page 76, for an eSlate Functionality Test Documentation Form.

Test the DAU eSlate with curbside features:

Steps:	***Details:***
14. Get an ACCESS CODE for use on the DAU eSlate, enter it, and bring up the ballot.	• Detach the DAU eSlate from the daisy chain. • (Optional) Use the tactile input switches for some navigation. (This tests the dual switch functionality and the switch hardware.) • Listen to the audio. (This tests the audio functionality and the headphone hardware.) • Cast a random ballot. • After at least <u>one</u> minute has passed since disconnecting from the daisy chain, attach the DAU eSlate to the daisy chain and verify that the ballot cast confirmation message appears on the DAU eSlate screen. ☞ See Appendix C, page 77 for a DAU eSlate Functionality Test Documentation Form.

At the JBC:

Steps:	***Details:***
15. Press the **Close Polls** button on the JBC. Enter Close Polls password and press Enter on the JBC.	Confirm and proceed to close polls.
16. *If* you performed the test in Election Day mode, press the ▶ next to **Print Tally** on the JBC.	
17. Verify that the number of votes recorded is equal to the number of ballots you cast.	□ Printed at the end of the "Polls Suspended" report or the "Tally" report, observe the number of ACCESS CODES voted. □ Check that the JBC report "Access Codes Voted" equals the "PUB" Count on the JBC screen.
18. Power off the JBC.	
19. Document the test using the functionality logs or a similar checklist.	□ Tear off and keep the JBC tape as a part of Acceptance Testing documentation. □ Use "sticky notes" to mark the units and/or booths as "passed" and the date passed, or mark with notes identifying problems.

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Sample JBC "Polls Suspended" Report:	***JBC Polls Suspended Screen:***

[redacted]

Election Title
Jurisdiction Title
Date
Polling Place

Polls Suspended

Date: 10-07-2005
Time: 12:59:59

Booth Controller
Serial Number = CNNNNN
Software Ver = N.NN.NN
Pub Count = 00153
Pvt Count = 0125390

Booth (1)
Serial Number = ANNNNN
Software Ver = N.NN.NN
Pub Count = 00153
Pvt Count = 02553

Daily Summary

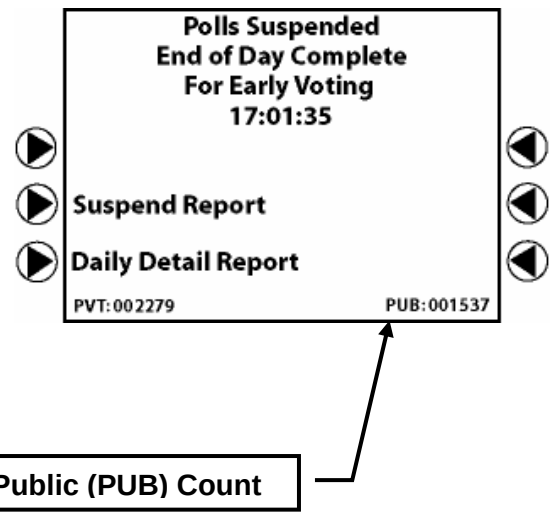
Access Code Totals:
Issued = 1537
Voted = 1537
Expired = 0
Canceled = 0

Precincts Voted #N

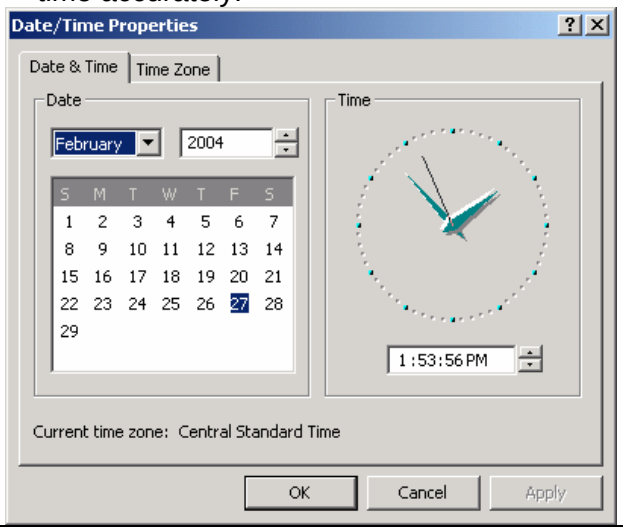
Cumulative Summary

Access Code Totals:
Issued = NNNNN
Voted = NNNNN
Expired = NNNNN
Canceled = NNNNN

Precincts Voted #N



Reset the System, Set JBC Clocks, Verify Firmware, and Add Equipment to SERVO:

Steps:	***Details:***
1. Power off the JBC and remove both the MBB and the DAU eSlate audio card.	□ Make certain to remove the battery key. □ The MBB may NOT be used to test another JBC. □ The audio card may be reused on another DAU being tested.
2. Disconnect the daisy-chain of eSlates.	Disconnect each eSlate from the string.
3. Attach a parallel cable from the parallel port on the PC to the JBC printer port.	The parallel port may be LPT 1 (desktop), or it may be LPT 2 on a Quatech PC card with cable (laptop).
4. Power on the JBC.	□ Watch the booth status lights. Do not reset until they cycle through green, then red. Wait **5** seconds. □ Only AC power is necessary.
5. Set the clock on the SERVO PC to reflect local time accurately. 	Check the PC: • Time Zone • Date • Time
6. After logging into SERVO, go to **Device→Backup and Reset**: 	

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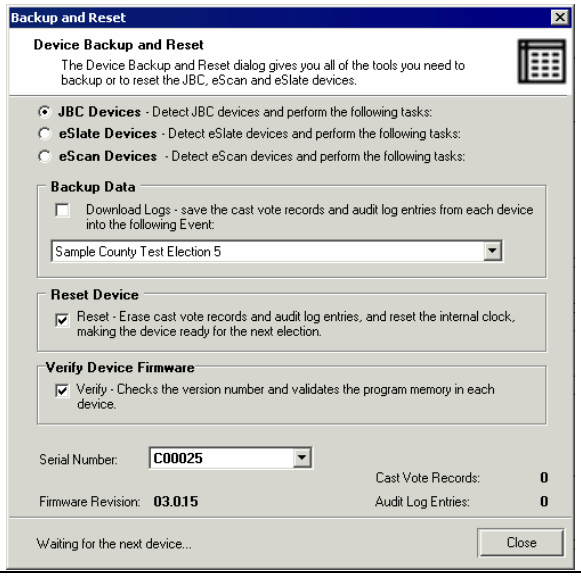
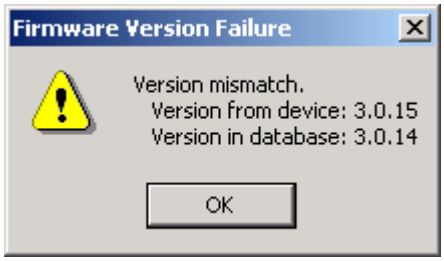
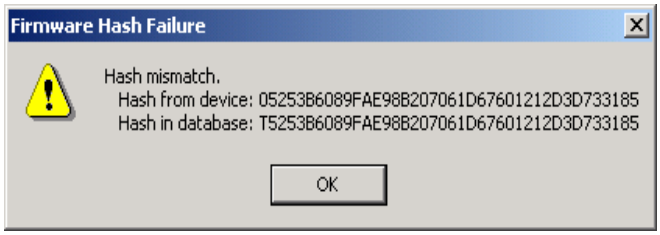
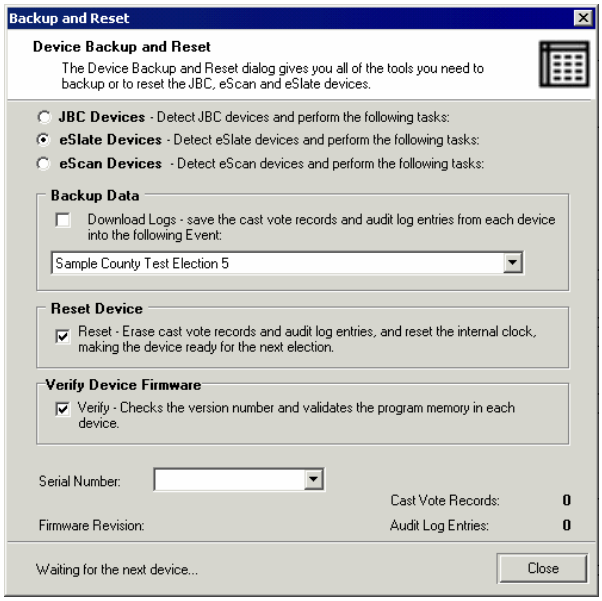
Steps:	***Details:***
7. Select the "**JBC Devices**" radio button, "**Reset Device**" checkbox and the "**Verify Device Firmware**" checkbox: 	This procedure: • Resets the JBC Cast Vote Records and audit logs to zero • Resets the JBC clock to the same time as the SERVO PC • Adds the JBC to the SERVO equipment list • Verifies Device Firmware
8. Connect the parallel cable from LPT1 to the JBC and listen for the audible "ding".	□ When SERVO makes an audible "ding" wait 2 seconds. □ The JBC is; reset, clock is set, added to the equipment list and firmware is verified. □ The JBC serial number appears in the "Serial Number" field, and you may proceed to the next unit.
9. If the following failure messages are displayed contact a Hart InterCivic representative.  	

Steps:	***Details:***
10. After the JBC is reset, leave it connected to SERVO and proceed to add eSlates, using the "Backup and Reset" functionality of SERVO with the **eSlate Devices** radio button selected.  	This procedure: • Resets the eSlate Cast Vote Records and audit logs to zero • Adds the eSlate to the SERVO equipment list • Verifies Device Firmware
11. Connect the Booth Out cable from the JBC to <u>one eSlate at a time</u>.	□ When SERVO makes an audible "ding" wait 2 seconds. • The eSlate is: reset, added to the equipment list and firmware is verified. • The eSlate serial number appears in the "Serial Number" field, and you may proceed to the next unit.

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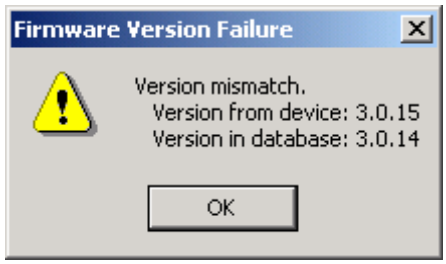
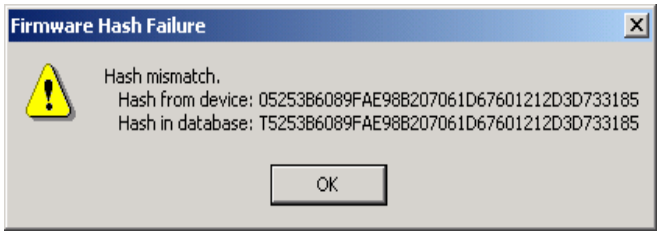
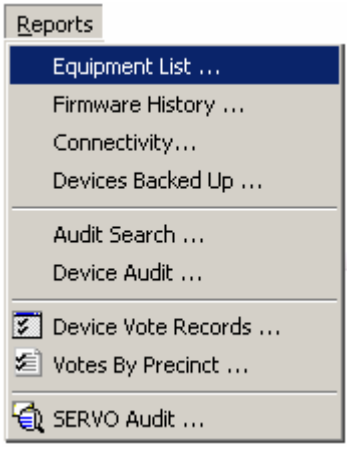
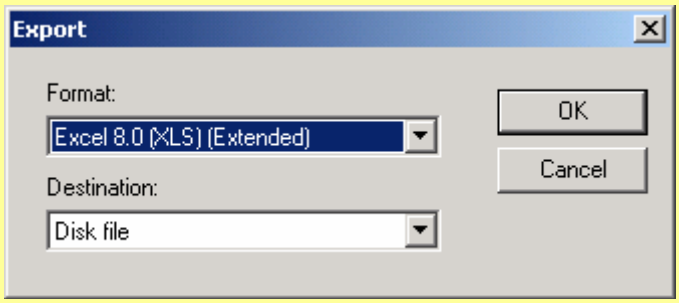
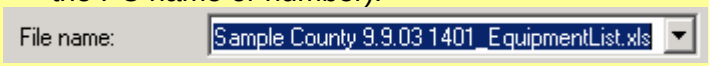
Steps:	***Details:***
12. If the following failure messages are displayed contact a Hart InterCivic representative.  	
13. Repeat for each eSlate.	
14. (After the last eSlate is added to the SERVO equipment list,) Go to **Reports→Equipment List** and view and print the "Equipment List" report. 	Compare the SERVO "Equipment List" report to the shipment list and to the inventory list, accounting for each device by serial number.

Steps:	***Details:***
15. (After the last eSlate is added to the SERVO equipment list,) Export the equipment list into an Excel format for analysis.	□ In the SERVO "Equipment List" report, choose the export icon . □ From the drop down menus, choose the export format and destination:  □ Choose format options. □ Save to a folder identified for Acceptance Testing. Name the file with the Jurisdiction, date, and 24 hour clock time (If using multiple SERVO PCs, also add the PC name or number): 
16. Power off the JBC.	
17. Disconnect and pack equipment.	□ eSlates and JBCs may be packed with battery packs connected. • Battery packs are sealed to prevent leakage, and power drainage while connected is infinitesimal. □ If (optional) dual switches (DAU eSlate tactile input switches) and headphones were tested, mark these also, and repack. These may be packed directly into the storage compartments in DAU eSlate booths. □ Separate tested units from those that have not yet been tested. □ Set units that had problems in another area.
18. Scan, or otherwise inventory, tested equipment.	
19. Move tested equipment to storage and repeat process.	□ Booths may be transported to tested Caddies and stored there. □ Eight booths fit in one Caddy.

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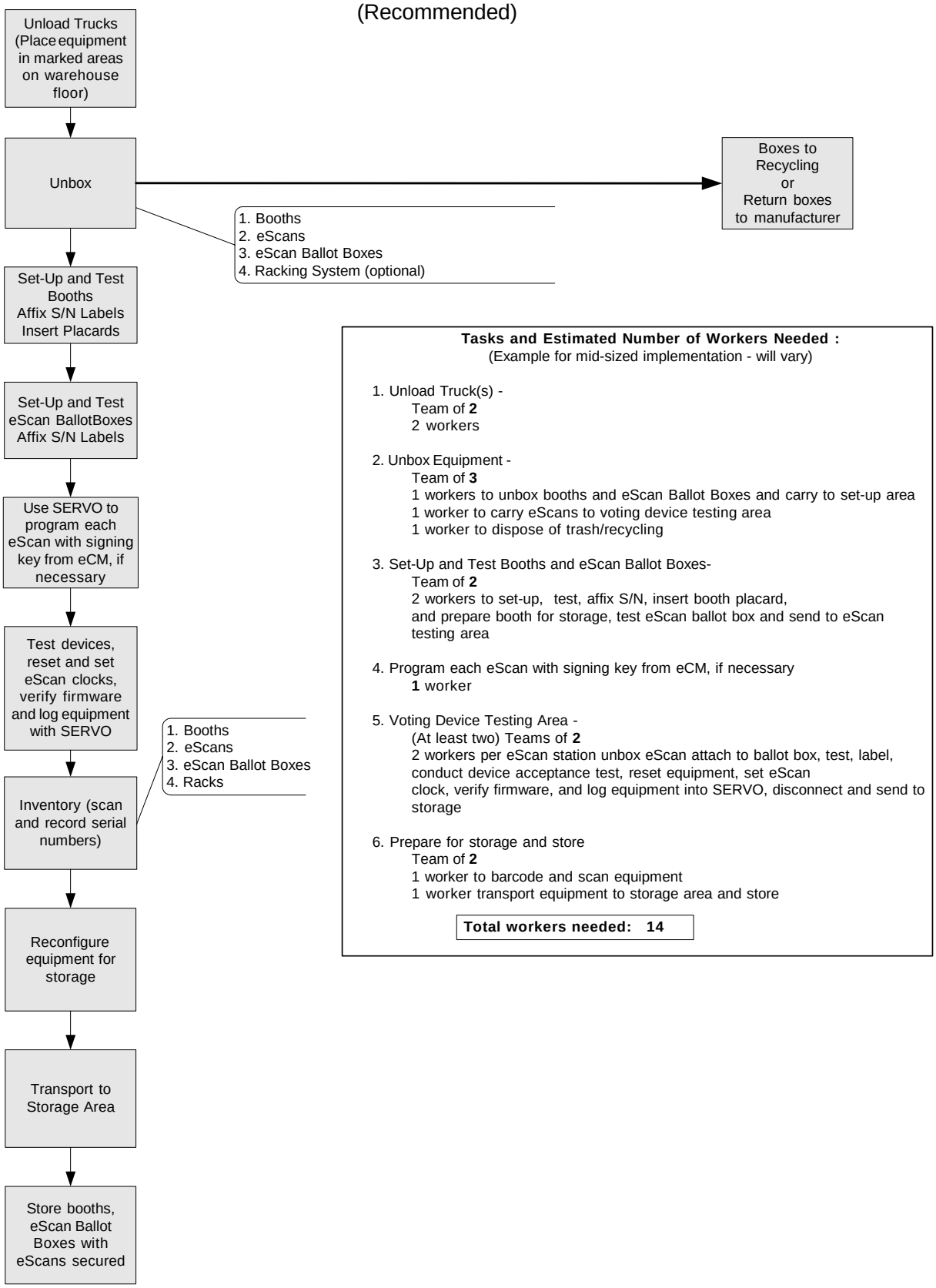
Checking eScan System Testing Supplies

☑	***Supplies:***	***Details:***
☐	eScan devices	
☐	eScan ballot boxes	
☐	eScan booths	
☐	Booth storage racks	Optional
☐	1 Test MBB per eScan device	The MBB holds the ballot information. MBB should include both Early Voting and Election Day polling, and it should be accompanied by the BOSS "Polling Place List <EV or ED> Summary" report.
☐	Voted and blank Test ballots	The BOSS database should be set up to allow the poll worker to accept blank ballots.
☐	Spare printer paper rolls	If the printer roll is near its end, replace it while testing.
☐	1 PC with SERVO program for verifying firmware, logging equipment and setting eScan clocks	SET PC TIME, DATE, AND TIME ZONE TO LOCAL TIME BEFORE INITIATING SERVO
☐	1 eCM key with signing key data	The eCM, through SERVO, writes the signing key data to the eScan for the initial acceptance of an MBB into the eScan for the election.
☐	1 Set of PC speakers for SERVO	
☐	Extension cords, as necessary	
☐	1 Surge protector/plug bar per testing line	Optional –**AVOID SURGE PROTECTORS WITH ON/OFF SWITCHES**
☐	Pressurized air canister	For cleaning eScan scanner path
☐	Envelopes or file system for device reports.	Optional
☐	Shipping and inventory lists	
☐	Functionality Documentation	☞ See appendices with forms, starting on page 75.
☐	1 Table per work area	Testing areas must have AC power available
☐	"Sticky Notes" and pens for team members	Various uses
☐	The "Polling Place List Election Day Summary" report from BOSS.	This report is used to identify the Polling Place ID.
☐	Booth Voter Instruction Placards	Optional – place in booth while testing
☐	Bar code scanner	Optional – if supported by local inventory control process

eScan System Acceptance Test Staffing Workflow

(Recommended)



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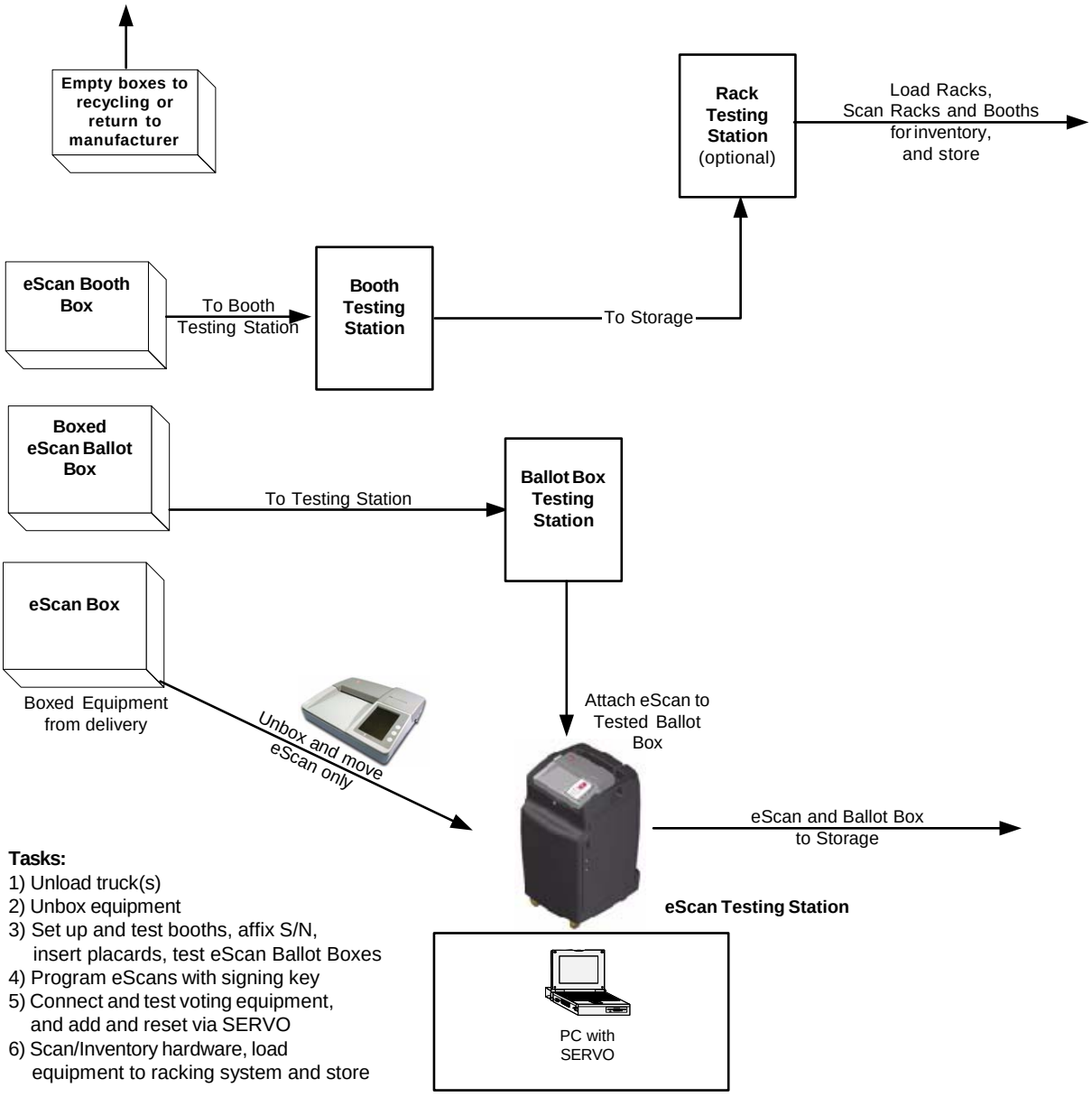
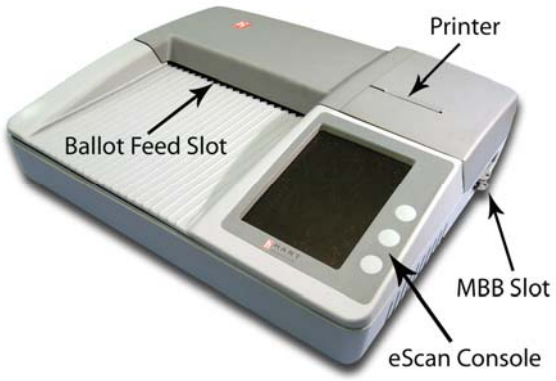
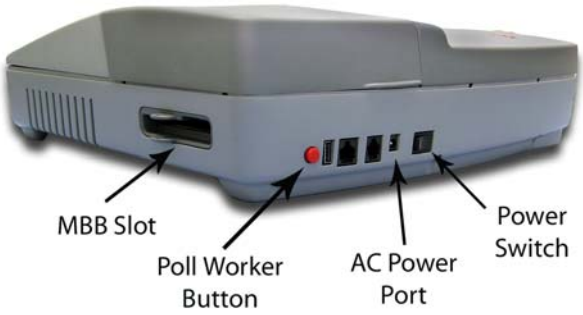
eScan System Acceptance and Functionality Test Workflow



eScan System Acceptance and Functionality Test Procedures





Steps:	***Details:***
1. Set up teams and assignments for each member within each team. Teams will vary per implementation, and they will vary depending on the task – an initial acceptance test is much more involved than later functional tests.	This process is simple if tasks are separated out into distinct areas and teams. Team members should also have distinct tasks within their team. ☞ See "eScan Acceptance Test Staffing Workflow", page 64, and "eScan Acceptance and Functionality Test Workflow", page 65. **Assignments might include:** □ Unloading trucks □ Un-boxing equipment □ Setting up booths □ Testing (inspect) booths, inserting instructional placards, and taking down booths □ Testing (inspect) eScan Ballot Boxes □ Moving eScan Ballot Boxes to testing area □ Setting up eScans atop eScan Ballot Boxes and operating eScans, including SERVO □ Adding equipment to local inventory list □ Testing and loading storage racks, if used
2. Set up area where eScan Ballot Boxes will be inspected.	☞ See page 80 for an eScan Ballot Box inspection checklist.
3. Set up an area where booths will be inspected and instructional placards will be inserted.	☞ See page 81 for a booth inspection checklist.
4. Set up a booth rack testing area. This should be located where booths can easily be transported and stored after booth testing.	If booth racking system implemented

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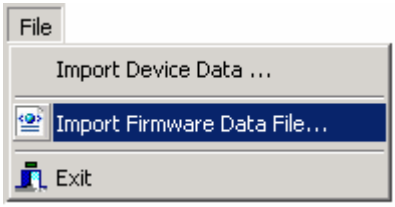
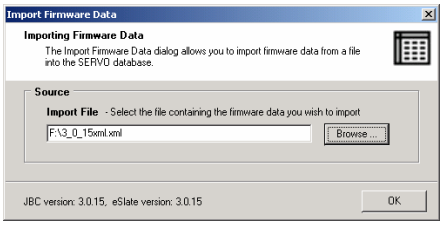
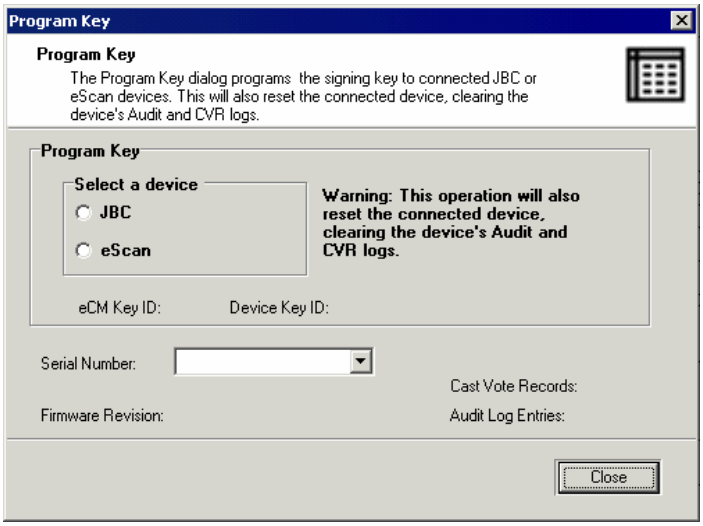
Steps:	***Details:***
5. Set up SERVO computer in an area for testing equipment.	
6. After logging in to SERVO, go to **File→ Import Firmware Data File…** 	
7. Browse for the .xml file to import into SERVO for firmware verification. 	
8. While logged in to SERVO, insert eCM into a USB port on the pc and go to **Device→ Program Key.** 	*IF NECESSARY:* Program each eScan with the signing key from the eCM.
9. Select the checkbox in the Program Key window. 	□ A message warns that eScan will be reset and Audit and CVR logs will be cleared. □ eScan serial number will be displayed in Serial Number field after it has been programmed.

Steps:	***Details:***
10. Set the first eScan device atop a tested eScan Ballot Box, and attach the eScan. 	□ Attach the eScan to the Ballot Box with the thumbscrews provided. □ Attach from inside the Ballot Box, with the eScan aligned to the thumbscrew guides. ☞ See the eScan Ballot Box Acceptance Test Documentation, page 80.
11. Attach a network crossover cable from the NIC port on the SERVO PC to the eScan NIC port in order to program the eScan with the signing key from the eCM. This *MUST* be completed for *EACH* eScan before inserting the MBB.	□ A NIC port is on the back of the PC tower or on the back or side of a laptop. □ A NIC port is on the back of the eScan □ Enter the PIN when prompted after connecting the first eScan.
12. Verify quantity of each product.	Check from shipment list.
13. Insert an unvoted Test MBB into the eScan.	The MBB slot is on the right-hand side of the eScan device.
14. Connect the eScan power cord and power on the device.	□ The power switch is on the rear of the device. □ Leave the tape on the device.
15. Confirm the Polling Place name, and press the button next to **YES**.	
16. Print a “Zero Tape” report on the eScan and Select **OPEN POLLS**.	
17. Enter the Poll Worker Password and select **ACCEPT**.	
18. Scan a voted ballot with no resolution issues.	□ You are testing the functionality of the physical scanner and rollers. □ The BOSS database may, or may not, have been set up to reflect paper ballot resolution as it will be implemented in this jurisdiction.

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Steps:	***Details:***
19. Scan a blank ballot.	
20. Press the **Poll Worker Button** on the back of the eScan.	□ The blank ballot will be accepted. □ If the election on the MBB supports this functionality, this tests **Poll Worker Button** operation.
21. From the **Ready to** Scan screen, close the polls.	A. Press the **Poll Worker Button**. B. Enter the Poll Worker Password and press the button next to **ACCEPT**. C. Press the button next to **CLOSE POLLS** for Election Day or **SUSPEND POLLS** for Early Voting. D. Confirm that you want to close/suspend the polls by pressing the button next to **YES**. E. Enter the Close Polls password and press the button next to **ACCEPT**. F. Press the button next to **CONTINUE** (Election Day mode only).
22. If you performed the test in Election Day mode, press the button next to **PRINT TALLY**.	If you performed the test in Early Voting mode, press the button next to **PRINT DETAIL**.
23. Press the button next to **FINISHED**.	This will appear in Election Day mode only.
24. From the Polls Closed screen, press the Poll Worker Button.	This tests access to the Administrator Functions screen.
25. Enter the Administrator password and press the button next to **ACCEPT**.	This tests access to the Administrator Menu screen.
26. Press the button next to **EXIT**.	
27. Verify that the votes recorded match the selections made on the voted scanned ballot.	Check that the eScan report “Ballots Voted” equals the “PUB” Count on the eScan screen.
28. Press the power switch on the eScan to the OFF position.	
29. Document the test using the functionality logs or a similar checklist.	□ Tear off and keep the eScan tape as a part of Acceptance Testing documentation. □ Use “sticky notes” to mark the units and/or booths as “passed” and the date passed, or mark with notes identifying problems.

Sample eScan "Polls Closed" and "Tally" Reports:	***eScan Polls Closed Screen:***

[redacted]

Election Title
Jurisdiction Title
Date
Polling Place

Polls Closed

Date: 10-07-2005
Time: 12:59:59

Dev Ser No = ENNNN
SW Version = N.NN.NN
Pub Count = NNNNNN
Pvt Count = NNNNNNN

Unofficial
Tally Report by Precinct

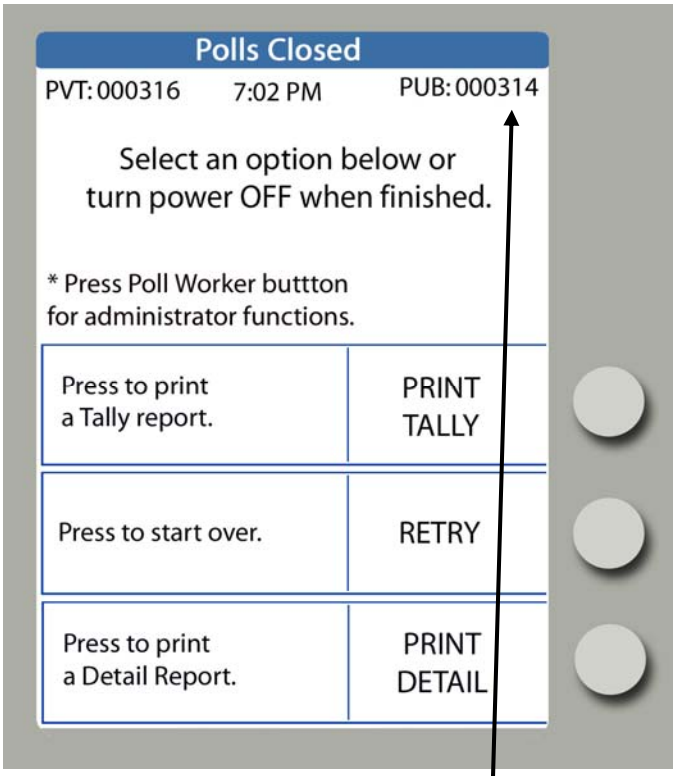
Date: 10-07-2005
Time: 12:59:59

Number of MBBs included in the Tally is: N
MBB ID's for all MBB's included in the Tally:
N

****
Precinct: 123-NN
****
Contest 1
-Candidate 1
N
-Candidate 2
N
Precinct Ballot Summary

Total Ballots Voted in This Precinct = NN

Total Ballots = NN



Public (PUB) Count

Total Ballots Voted

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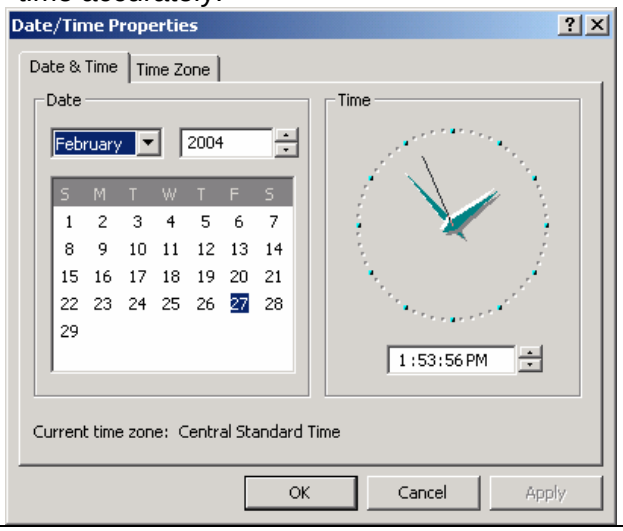
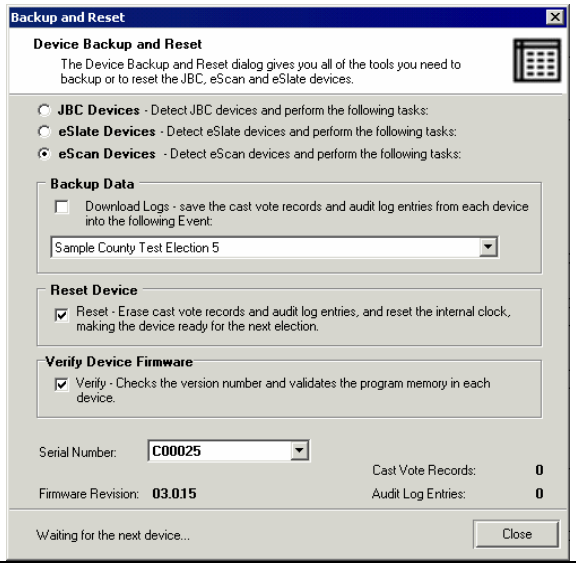
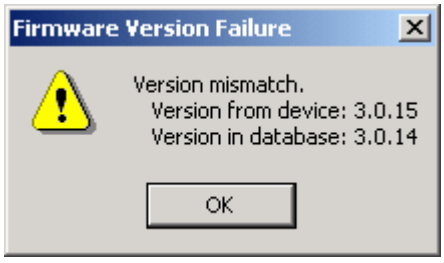
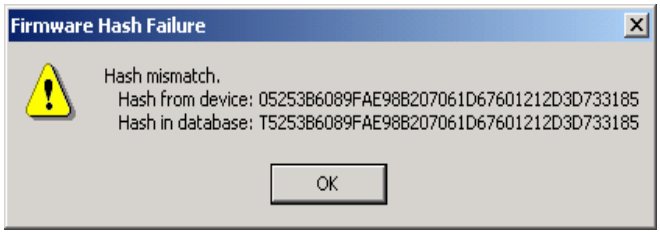
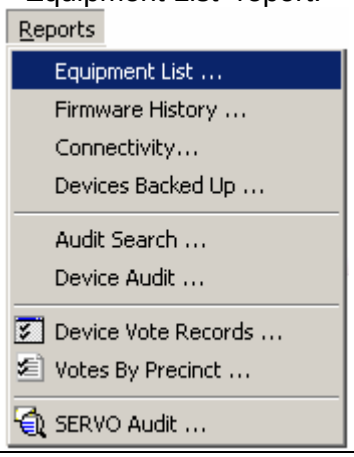
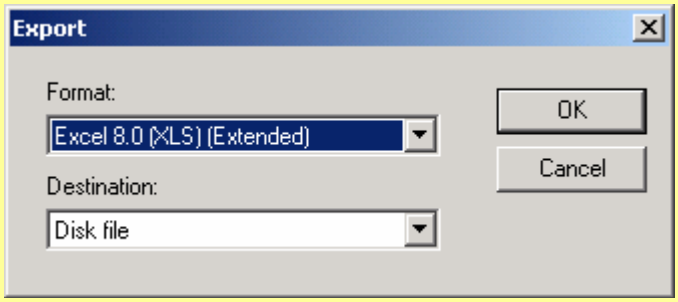
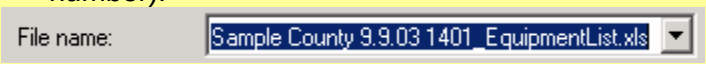
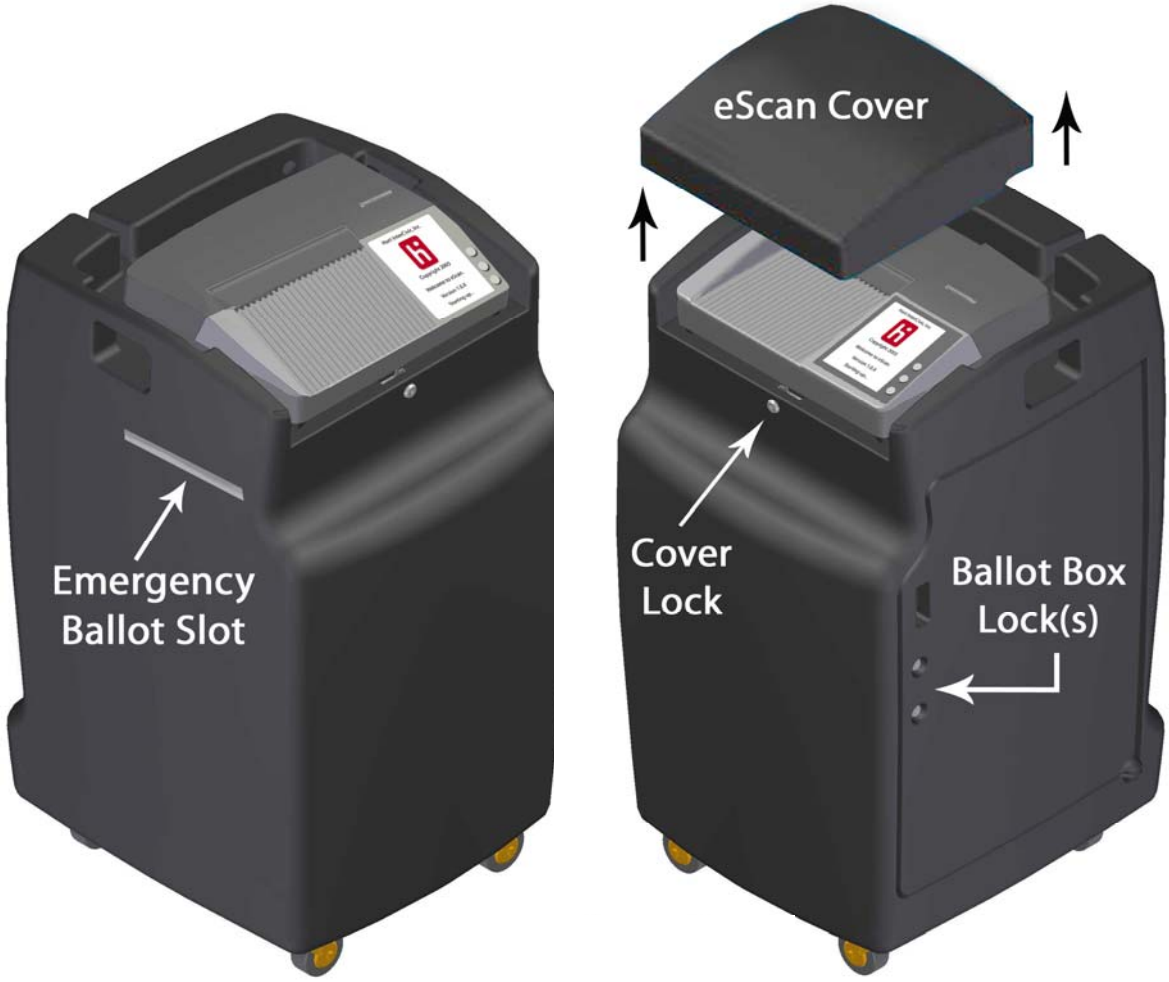
Reset the System, Set JBC Clocks, Verify Firmware, and Add Equipment to SERVO:

Steps:	***Details:***
1. Power OFF the eScan and remove the MBB.	The MBB may NOT be used to test another eScan.
2. Attach a network crossover cable from the NIC port on the PC to the eScan NIC port. 	□ A NIC port is on the back of the PC tower or on the back or side of a laptop. □ A NIC port is on the back of the eScan.
3. Power on the eScan.	Watch the eScan screen. Wait to get past the **Start-Up** screen before proceeding.
4. Set the clock on the SERVO PC to reflect local time accurately. 	Check the PC: • Time Zone • Date • Time
5. After logging into SERVO, go to **Device→Backup and Reset**: 	

Steps:	***Details:***
6. Select the "**eScan Devices**" radio button, "**Reset Device**" checkbox and the "**Verify Device Firmware**" checkbox: 	This procedure: • Resets the eScan Cast Vote Records and audit logs to zero • Resets the eScan clock to the same time as the SERVO PC • Adds the eScan to the SERVO equipment list • Verifies Device Firmware
7. Attach a network crossover cable from the NIC port on the PC to the eScan NIC port, and listen for the audible "ding".	□ When SERVO makes an audible "ding" wait 2 seconds. □ The eScan is; reset, clock is set, added to the equipment list and firmware is verified. □ The eScan serial number appears in the "Serial Number" field, and you may proceed to the next unit.
8. If the following failure messages are displayed contact a Hart InterCivic representative.  	

Steps:	***Details:***
9. (After the last eSlate is added to the SERVO equipment list,) Go to **Reports→Equipment List** and view and print the "Equipment List" report. 	Compare the SERVO "Equipment List" report to the shipment list and to the inventory list, accounting for each device by serial number.
10. Export the equipment list into an Excel format for analysis.	□ In the SERVO "Equipment List" report, choose the export icon . □ From the drop down menus, choose the export format and destination:  □ Choose format options. □ Save to a folder identified for Acceptance Testing. Name the file with the Jurisdiction, date, and 24 hour clock time (If using multiple SERVO PCs, also add the PC name or number): 
11. Press the power switch on the eScan to the OFF position.	
12. Disconnect and pack equipment.	□ Separate tested units from those that have not yet been tested. □ Set units that had problems in another area.

Steps:	***Details:***
13. Scan, or otherwise inventory, tested equipment.	
14. Move tested equipment to storage, and repeat process.	□ Booths may be transported to tested storage racks and stored there. □ eScans may be stored in the eScan Ballot Boxes.



eScan on Ballot Box without and with Cover for Transport and Storage

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JBC Functionality Test Documentation

Date/Time:

= Item OK

Inspector Initials	Device Serial Number	Port pins OK	Battery key	Booth Status Lights	Printer	Screen display	Alphabetical buttons	Numeric buttons	▲ & ▼ buttons	Space button	↓ or # button	← or ✱ button	Back button	Enter button	Printer feeder button	Contrast Up	Contrast down	Close polls	Verify Firmware Version	Action / Comments

eSlate Functionality Test Documentation

Date/Time:

= Item OK

Inspector Initials	Device Serial Number	Select wheel left	Select wheel right	Prev	Next	Enter	Help (once)	Help (twice)	Cast Ballot	Battery backup	Port Pins OK	Verify Firmware Version	Action / Comments

DAU eSlate Functionality Test Documentation

Date/Time:

☑ = Item OK

Inspector Initials	Device Serial Number	Select wheel left	Select wheel right	Prev	Next	Enter	Help (once)	Help (twice)	Cast Ballot	Battery backup	Port Pins OK	Audio in headphones	Curbside	Red Tactile switch (opt)	Green Tactile switch (opt)	Verify Firmware Version	Action / Comments

Demonstration eSlate Functionality Test Documentation

Date/Time:

☑ = Item OK

Inspector Initials	Device Serial Number	Port Pins OK	AC Power On	Select Wheel Left	Select Wheel Right	Prev	Next	Enter	Help (once)	Help (twice)	Cast Ballot	AC Power Off (pull plug)	Battery On (CB/Enter)	Audio/Headphones	Red Tactile Switch (opt)	Green Tactile Switch (opt)	Battery off (Prev/Next/Enter)	Verify Firmware Version	Action / Comments

eScan Functionality Test Documentation

Date/Time:

☑ = Item OK

Inspector Initials	Device Serial Number	USB Connection OK	Modem Connection OK	LAN Connection OK	Printer	Screen display	● Top button	● Middle button	● Bottom button	Scanner Optics	Scanner Rollers	eScan Ballot Box	Pollworker button	On/Off Switch	Power Connection Port	Verify Firmware Version	Action / Comments

eScan Ballot Box Acceptance Test Documentation

Requirements:

1) Front Access Door opens, closes, locks, unlocks;
2) Emergency Ballot Slot opens, closes, locks, unlocks;
3) Top Ballot Drop Slot opens, closes, locks, unlocks;
4) Casters roll, lock, unlock;
5) eScan fits atop eScan Ballot Box in locked position;
6) eScan Ballot Box is stable when casters locked, eScan in place;
7) Ballot feeds through eScan and into Ballot Box unobstructed;
8) No sharp edges or points;
9) No shipping damage.

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	Affix ID #	Action / Comments

eScan Voting Booth Acceptance Test Documentation

Requirements:

1) Booth has four legs;
2) Legs secure in storage area;
3) Light functions;
4) Assemble booth. Booth must stand without support required;
5) Open booth top and extend locking hinge so that it supports the top;
6) Assemble booth privacy screen by following attached instructions;
7) eSlate area has four brass buttons and one foam pad;
8) Solid panel covers eSlate cavity for flat surface.

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	11)	Affix ID #	Action / Comments

eSlate Voting Booth Acceptance Test Documentation – Hard Panel Booth

Requirements:

1) Booth has four legs with spring buttons and end caps;
2) Booth has four leg extensions with spring buttons;
3) Two Velcro tabs secure legs to booth, one Velcro tab secures cross brace to booth;
4) Cross brace has assembly instructions attached;
5) Booth has two black feet;
6) Booth has two snaps on front that attach lid to base;
7) Assemble booth. Booth must stand without support required;
8) Open booth top and extend locking hinge so that it supports the top;
9) Assemble booth privacy screen by following attached instructions;
10) eSlate area has four brass buttons and one foam pad;
11) Port pins OK (booth and eSlate, if installing unit)

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	11)	Affix ID #	Action / Comments

eSlate Voting Booth Acceptance Test Documentation – Soft Panel Booth

Requirements:

1) Booth has four legs with spring buttons and end caps;
2) Booth has four leg extensions with spring buttons;
3) Two Velcro tabs secure legs to booth, one Velcro tab secures cross brace to booth;
4) Cross brace has assembly instructions attached;
5) Booth has two black feet;
6) Booth has two snaps on front that attach lid to base;
7) Assemble booth. Booth must stand without support required;
8) Open booth top and extend locking hinge so that it supports the top;
9) Assemble booth privacy screen by following attached instructions;
10) eSlate area has four brass buttons and one foam pad;
11) Port pins OK (booth and eSlate, if installing unit).

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	11)	Affix ID #	Action / Comments

eSlate Booth "Caddy I" Acceptance Test Documentation

Requirements:

1) No shipping damage;
2) Caddy top shelf rotates freely around its hinge;
3) Wire racks are uniform;
4) Velcro loop, buckle, and strap are intact;
5) Booths sit in Caddy upright;
6) Strap stays tight around booths until manually released;
7) Caddy loads onto floor jack and/or hand truck;
8) Booths are stable on Caddy when moved about warehouse;
9) Caddy and booths maintain stability while loading onto, and while unloading from, transport vehicle.

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	10) Affix ID #	Action / Comments

eSlate Booth "Caddy II" Acceptance Test Documentation

Requirements:

1) No shipping damage;
2) Caddy door rotates freely around its hinge;
3) Door latch handle not loose;
4) Door latch holds door firmly in place;
5) Separators are straight and not loose;
6) Plastic end caps in place at the top of the caddy;
7) Caddy sits upright;
8) Pallet jack, forklift and/or industrial grade hand truck slides under caddy freely;
9) Female caster receptacles on bottom of caddy;
10) OPTIONAL, all caster wheels spin freely and brakes lock.

Inspection Results:

= Item OK

Date	Time	Inspector	1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	11) Affix ID #	Action / Comments

Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**
Battery Level:	**Battery Level:**	**Battery Level:**
Date Tested:	**Date Tested:**	**Date Tested:**

Appendix K: JBC and eSlate Battery-Only Operations

This table provides background information on JBC and eSlate battery-only operations, including "timeout periods" (periods of inactivity allowed before battery will automatically shut off).

Battery-Only Operations Shutoff Options			
JBC			
State	**Screen**	**Timeout Period***	**H-C-V Operable?***
Open Polls	**Printer Error**	2 minutes	Yes
	Insert MBB	2 minutes	Yes
	Enter Polling Place ID	2 minutes	Yes
	Early Voting Question	2 minutes	Yes
	Incorrect Polling Place ID	2 minutes	Yes
	Booth Assignment	2 minutes	Yes
	Booth Assignment Complete Next/Start Over	2 minutes	Yes
	Print Zero Tape	NA	No
	Please Wait (Zero Tape)	NA	No
	Ready to Open Polls	NA	No
	Polls Open Password	NA	No
	Password Incorrect	NA	No
	Polls Open	NA	No
Polls Suspended or Closed	**Polls Suspended/Closed**	2 minutes	No
	Please Wait (Processing/Printing Report)	2 minutes	No

*If the JBC "times out" or the H-C-V key combination is used, battery power is restored by either connecting to AC power or by disconnecting the JBC battery key and battery packs, then reconnecting the JBC battery key and battery packs.

Any key press, actively printing, or processing a report resets the timeout period.

eSlate	
State	**Timeout Period**
Booth Not Yet Assigned	5 minutes
Disconnected from JBC (No Ballot on eSlate)	5 minutes
Connected to a JBC that is turned off (No Ballot on eSlate)	5 minutes
Ballot on eSlate	NA
Error or Alert Screen	NA
If JBC "Times Out"	Immediate
Polls Suspended or Closed	Immediate

Appendix L: JBC and eSlate Electronics Testing Checklist

✓	***Task:***
	1. Inspect booths, test and label batteries, and connect battery packs in JBC and eSlate equipment.
	2. Using SERVO, program JBC with eCM signing key.
	3. Set up and connect 1 JBC, up to 11 eSlates, and a DAU eSlate.
	4. Insert an unvoted Test MBB into the JBC and the Audio Card into the DAU eSlate.
	5. Connect the headphones and (optional) jelly buttons to the DAU eSlate.
	6. Connect the battery key on the JBC. Observe the booth status lights.
	7. Connect AC power to the JBC.
	8. Enter the Start-up password.
	9. Perform the eSlate button tests and confirm that eSlate batteries are operational.
	10. On the JBC, use the **Enter** soft key to enter polling place ID <01> and follow the prompts for Early Voting mode.
	11. Assign booths when prompted by pressing **Enter** on each eSlate.
	12. Confirm AC and Battery power on the JBC.
	13. On the JBC, press **Add Voter** and print an Access Code for each eSlate, pressing a different arrow button (precinct ID) for each code printed.
	14. Vote the Access Codes, quickly, on each of the eSlates.
	15. Vote in curbside mode from the DAU eSlate, also listen to the headphones and use the (optional) jelly switches to vote an option. (For curbside, enter the Access Code, disconnect the unit, vote, wait a minute, press **Cast Ballot** until the waving American flag appears, and connect the unit.)
	16. While testers are voting the eSlates, test the JBC soft keys by selecting **Add Voter**, pressing keys, then picking a precinct number, canceling, and repeating until all keys are tested:
	17. Letter keys and number keys
	18. Up and Down arrow keys
	19. **Print Feeder**, **Contrast Up**, and **Contrast Down** keys
	20. On an eSlate, press the **Help** button twice and notice the JBC flashing light.
	21. From the Open Polls menu on the JBC, press the **Close Polls** key and confirm.
	22. Verify the PUB count in the JBC screen's lower right-hand corner.
	23. Disconnect the battery key and the black AC cable on the JBC.
	24. Collect JBC tapes and paperwork to verify the test.
	25. Pull the audio card out of the DAU eSlate, for reuse in the next string tested.
	26. Pull the MBB out of the JBC, and disconnect the eSlates from each other and from the JBC. Power on the JBC.
	27. In SERVO, go to **Device**>**Backup and Reset** and select settings to reset the JBC. This will set the JBC clock to the PC/laptop time.
	28. Connect the SERVO laptop to the JBC printer port and listen for the audible "ding" verifying JBC [clock] reset and JBC log to equipment list.
	29. In SERVO, select the **Backup and Reset** settings for eSlate devices.
	30. Connect the "Booth Out" cable from the JBC to each eSlate in that chain (one at a time), listening for the audible "ding" each time.
	31. Pack eSlate booths and the JBC.
	32. Scan booths, eSlates, and the JBC into local inventory.
	33. Transport eSlate booths to Caddies/warehousing area. Transport JBCs to the warehousing area.
	34. Repeat. At the end of the day, print and export a SERVO "Equipment List" report to a .csv or .xls file from the SERVO laptop (optional). Name the file with a date and time stamp (and laptop ID if using multiple SERVO laptops). Compare this report to shipping and inventory lists.

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Appendix M: eScan Electronics Testing Checklist

	Task:
	1. Inspect eScan Ballot Boxes.
	2. Inspect booths.
	3. Using SERVO, program eScan with eCM signing key.
	4. Set the eScan atop an inspected eScan Ballot Box.
	5. Insert an unvoted Test MBB into the eScan.
	6. Switch the eScan power switch to the ON position.
	7. Enter the Start-up password.
	8. On the eScan, use the soft keys to enter polling place ID <01> and follow the prompts for Early Voting mode.
	9. Select the Election Mode (Election Day), if applicable to the MBB.
	10. Follow prompts to Open Polls (leave reports on eScan).
	11. Scan a “perfect” voted ballot..
	12. Scan a blank ballot and press the **Poll Worker Button** to accept, if applicable to the MBB.
	13. From the Ready to Scan screen on the eScan, press the **Poll Worker Button** and follow prompts to enter passwords and close polls.
	14. If in Election Day mode, select **CONTINUE**, then select **PRINT TALLY**, and then **FINISHED**. *OR* If in Early Voting mode, select **PRINT DETAIL**.
	15. From the **Polls Closed** screen, press the **Poll Worker Button** and follow prompts to enter administrator password and access the **Administrator Menu** screen, testing this access functionality.
	16. Exit the **Administrator Menu** screen.
	17. Verify the votes recorded on eScan reports against the PUB count on the eScan screen (upper right-hand corner of **Polls Closed** screen) and the voted ballots scanned.
	18. Power OFF the eScan.
	19. Collect eScan tapes and documents to verify the test.
	20. Remove the MBB from the device and power the eScan back ON.
	21. In SERVO, go to **Device**>**Backup and Reset** and select settings to reset the eScan. This will set the eScan clock to the PC/laptop time.
	22. Connect the SERVO laptop to the eScan NIC port via network crossover cable, and listen for the audible “ding” verifying eScan [clock] reset and eScan logged to equipment list.
	23. Pack equipment for storage (eScans in eScan Ballot Boxes).
	24. Scan booths, eScan Ballot Boxes, and eScans into local inventory.
	25. Transport equipment to the warehousing area.
	26. Repeat. At the end of the day, print and export a SERVO “Equipment List” report to a .csv or .xls file from the SERVO laptop (optional). Name the file with a date and time stamp (and laptop ID if using multiple SERVO laptops). Compare this report to shipping and inventory lists.

Notes:

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San Mateo California
Revised Project Plan
November 2006 Election

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
1	**Hart Voting System (HVS) Implementation**	**98 days?**	**Mon 6/26/06**	**Wed 11/8/06**			**9%**
103	**Facilities Planning and Remodeling**	**59 days?**	**Mon 6/26/06**	**Fri 9/15/06**			**43%**
125	**Tracking**	**34 days?**	**Mon 6/26/06**	**Thu 8/10/06**			**71%**
126	**Define Approach**	**5 days**	**Mon 6/26/06**	**Fri 6/30/06**			**100%**
127	Technology Considerations	5 days	Mon 6/26/06	Fri 6/30/06		Ed Derge	100%
128	Develop Election Night Procedures	5 days	Mon 6/26/06	Fri 6/30/06		Ed Derge,Brad	100%
129	**Equipment Boxes**	**4 days?**	**Mon 6/26/06**	**Thu 6/29/06**			**13%**
130	Define	1 day	Mon 6/26/06	Mon 6/26/06			50%
131	Order	1 day	Tue 6/27/06	Tue 6/27/06	130		0%
132	Construction	1 day?	Wed 6/28/06	Wed 6/28/06	131		0%
133	Delivery	1 day?	Thu 6/29/06	Thu 6/29/06	132		0%
134	**Tracking System Development**	**12 days**	**Wed 7/26/06**	**Thu 8/10/06**		**Ed Derge**	**67%**
135	Programming Changes	10 days	Wed 7/26/06	Tue 8/8/06	126		80%
136	Test	1 day	Wed 8/9/06	Wed 8/9/06	135		0%
137	Acceptance	1 day	Thu 8/10/06	Thu 8/10/06	136	Ed Derge	0%
138	**Communications (Phone)**	**25 days**	**Mon 6/26/06**	**Fri 7/28/06**			**25%**
140	Review Polling Place Openning Process	1 day	Mon 6/26/06	Mon 6/26/06		Brad,Ed Derge	0%
139	Add Phones to each Polling Place	1 day	Fri 7/28/06	Fri 7/28/06		Brad	50%
104	**Determine Requirements**	**1 day**	**Mon 7/24/06**	**Mon 7/24/06**		**David Tom,Ed Derge**	**100%**
105	Tally Room	1 day	Mon 7/24/06	Mon 7/24/06			100%
106	**Scanning**	**1 day**	**Mon 7/24/06**	**Mon 7/24/06**			**100%**
107	Elections	1 day	Mon 7/24/06	Mon 7/24/06			100%
108	Other CARE	1 day	Mon 7/24/06	Mon 7/24/06			100%
109	Bathrooms	1 day	Mon 7/24/06	Mon 7/24/06			100%
110	Secured Voted Ballot Processing	1 day	Mon 7/24/06	Mon 7/24/06			100%
111	eSlate Training	1 day	Mon 7/24/06	Mon 7/24/06			100%
112	Equipment Storage	1 day	Mon 7/24/06	Mon 7/24/06			100%
113	Equipment Setup & Testing Area	1 day	Mon 7/24/06	Mon 7/24/06			100%
114	Equipment Return Requirements	1 day	Mon 7/24/06	Mon 7/24/06			100%
115	**Develop Alternative Solutions**	**4 days**	**Tue 7/25/06**	**Fri 7/28/06**		**Ed Derge**	**100%**
116	Viso Drawings	3 days	Tue 7/25/06	Thu 7/27/06	104	Ed Derge	100%
117	Alternative Pluses & Minuses	1 day	Fri 7/28/06	Fri 7/28/06	116	Ed Derge	100%
118	Select Alternative	1 day	Mon 7/31/06	Mon 7/31/06	117	Warren Slocum,David Ton	0%
119	**Space Planner**	**33 days**	**Tue 8/1/06**	**Fri 9/15/06**			**0%**
120	Hire Planner	1 day	Tue 8/1/06	Tue 8/1/06	118	Kate Bach	0%

San Mateo California
Revised Project Plan
November 2006 Election

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
121	Design Space	10 days	Wed 8/2/06	Tue 8/15/06	120		0%
122	Accept Final Design	1 day	Wed 8/16/06	Wed 8/16/06	121	David Tom	0%
123	Contract for Space Changes	1 day	Thu 8/17/06	Thu 8/17/06	122	Kate Bach	0%
124	Construction	20 days	Fri 8/18/06	Fri 9/15/06	123		0%
38	**Modifications to Elections Reports**	**39 days**	**Mon 7/24/06**	**Fri 9/15/06**			**6%**
39	Define Desired Reports	5 days	Mon 7/24/06	Fri 7/28/06		Ed Derge	50%
40	Hart Analysis of Reports	2 days	Mon 7/31/06	Tue 8/1/06	39	Hart	0%
41	Mutual Decision on Reports	1 day	Wed 8/2/06	Wed 8/2/06	40	Hart,CARE	0%
42	Develop Reports	30 days	Thu 8/3/06	Thu 9/14/06	41	Hart	0%
43	Test Reports	1 day	Fri 9/15/06	Fri 9/15/06	42	CARE	0%
2	**Contract**	**15 days**	**Wed 7/26/06**	**Tue 8/15/06**			**18%**
3	Complete Contract Language	1 day	Wed 7/26/06	Wed 7/26/06			90%
4	Review by County Counsel & ISD	1 day	Thu 7/27/06	Thu 7/27/06	3		0%
5	Submit to BOS	2 days	Fri 7/28/06	Mon 7/31/06	4		0%
6	BOS Action	1 day	Tue 8/15/06	Tue 8/15/06			0%
8	**Order Hardware**	**12.5 days**	**Wed 7/26/06**	**Mon 8/14/06**	**3**		**6%**
17	Application Hardware and Peripherals	0 days	Wed 7/26/06	Wed 7/26/06		DELETE TASK	0%
9	**Define HW Requirements**	**0.5 days**	**Thu 7/27/06**	**Thu 7/27/06**			**60%**
10	Scanners	0.5 days	Thu 7/27/06	Thu 7/27/06			90%
11	PCs for Tally, Fusion, Ballot Now	0.5 days	Thu 7/27/06	Thu 7/27/06			90%
12	Server	0.5 days	Thu 7/27/06	Thu 7/27/06			0%
16	HVS Components	0.5 days	Thu 7/27/06	Thu 7/27/06			0%
13	Hart Signoff on HW	1 day	Thu 7/27/06	Fri 7/28/06	10,11,12		0%
14	Order HW	10 days	Fri 7/28/06	Fri 8/11/06	13		0%
15	Install SW	1 day	Fri 8/11/06	Mon 8/14/06	14		0%
7	**Kickoff Meeting with Customer**	**1 day**	**Thu 7/27/06**	**Thu 7/27/06**	**3**		0%
35	**Develop Training Plan**	**2 days**	**Tue 8/1/06**	**Wed 8/2/06**			**0%**
36	Create Customized Training Plan	1 day	Tue 8/1/06	Tue 8/1/06			0%
37	Customer Review and Accept Training Plan	1 day	Wed 8/2/06	Wed 8/2/06	36		0%
21	**Business Process Analysis**	**19 days**	**Wed 8/2/06**	**Mon 8/28/06**			**0%**
22	Review of Previous BPA & Identify Gaps	1 day	Wed 8/2/06	Wed 8/2/06			0%
24	Complete Data Collection	2 days	Thu 8/3/06	Fri 8/4/06	22		0%
25	Workflow Analysis	5 days	Mon 8/7/06	Fri 8/11/06	24		0%
23	Follow-Up Meeting	1 day	Thu 8/10/06	Thu 8/10/06			0%
26	Reports Requirements Analysis	2 days	Mon 8/14/06	Tue 8/15/06	25		0%

San Mateo California
Revised Project Plan
November 2006 Election

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
27	Update and Refine Project Plan	2 days	Wed 8/16/06	Thu 8/17/06	26		0%
28	Write Report	5 days	Fri 8/18/06	Thu 8/24/06	27		0%
29	Customer Review and Accept BPA and Project Plan	2 days	Fri 8/25/06	Mon 8/28/06	28		0%
30	**Voter Education and Outreach (VEO)**	**70 days**	**Thu 8/3/06**	**Wed 11/8/06**	**21SS+1 day**		**0%**
31	VEO Campaign Team Meetings per Contract	60 days	Thu 8/3/06	Thu 10/26/06			0%
32	Develop VEO Campaign Plan	5 days	Thu 8/3/06	Wed 8/9/06	31SS		0%
33	Create VEO Materials	10 days	Thu 8/10/06	Wed 8/23/06	32		0%
34	Implement VEO Campaign per Contract	55 days	Thu 8/24/06	Wed 11/8/06	33		0%
44	**Warehouse Facilities and Operations**	**6 days**	**Mon 8/7/06**	**Mon 8/14/06**	**21SS+3 days**		**0%**
45	Develop Warehouse Operations Plan	1 day	Mon 8/7/06	Mon 8/7/06			0%
46	Prepare Warehouse for Receipt of eSlate Hardware	5 days	Tue 8/8/06	Mon 8/14/06	45		0%
141	**HVS Equipment Delivery & Acceptance**	**40 days**	**Tue 8/8/06**	**Tue 10/3/06**	**21SS+4 days**		**0%**
143	**Equipment Acceptance (As needed till complete)**	**40 days**	**Tue 8/8/06**	**Tue 10/3/06**			**0%**
144	Review and Revise Hart Process	1 day	Tue 8/8/06	Tue 8/8/06			10%
145	**Determine Staffing Requirements**	**7 days**	**Tue 8/8/06**	**Wed 8/16/06**			**0%**
146	Hire Staff	5 days	Tue 8/8/06	Mon 8/14/06			0%
147	Train Staff	2 days	Tue 8/15/06	Wed 8/16/06	146		0%
148	Set-Up Equipment	22 days	Fri 9/1/06	Tue 10/3/06	142SS		0%
149	Conduct Tests	22 days	Fri 9/1/06	Tue 10/3/06	148SS		0%
150	Breakdown & Storage of Accepted Equipment	22 days	Fri 9/1/06	Tue 10/3/06	149SS		0%
151	Return Defective Equipment	22 days	Fri 9/1/06	Tue 10/3/06	149SS		0%
142	Delivery of HVS Hardware (Multiple Deliveries)	22 days	Fri 9/1/06	Tue 10/3/06			0%
18	**Order Software**	**0.5 days**	**Wed 8/16/06**	**Wed 8/16/06**	**6**		**0%**
19	HVS Software	0.5 days	Wed 8/16/06	Wed 8/16/06			0%
20	3rd Party Software	0.5 days	Wed 8/16/06	Wed 8/16/06			0%
47	**Configure and Deploy Application Hardware**	**4.5 days**	**Mon 8/21/06**	**Fri 8/25/06**	**18FS+3 days**		**0%**
48	Upgrade Existing Hardware in San Mateo	0.5 days	Mon 8/21/06	Mon 8/21/06			0%
49	Configure new Hardware	1.5 days	Mon 8/21/06	Tue 8/22/06			0%
50	Ship Hardware	3 days	Wed 8/23/06	Fri 8/25/06	49		0%
51	**Deliver Application and Training Hardware**	**0.5 days**	**Mon 8/28/06**	**Mon 8/28/06**	**47**		**0%**
52	HVS Application Hardware Received by Customer	0.25 days	Mon 8/28/06	Mon 8/28/06			0%
53	HVS Application Hardware Setup and Test	0.25 days	Mon 8/28/06	Mon 8/28/06	52		0%
54	HVS Training Hardware Delivered	0.25 days	Mon 8/28/06	Mon 8/28/06	52		0%
55	**San Mateo County Staff Training**	**2.5 days**	**Mon 8/28/06**	**Wed 8/30/06**	**51**		**0%**
56	Polling Place Operations	0.5 days	Mon 8/28/06	Mon 8/28/06	54		0%

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
57	BOSS	0.5 days	Tue 8/29/06	Tue 8/29/06	56		0%
58	Tally	0.5 days	Tue 8/29/06	Tue 8/29/06	57		0%
59	Ballot Now	0.5 days	Wed 8/30/06	Wed 8/30/06	58		0%
60	Support Operations	0.5 days	Wed 8/30/06	Wed 8/30/06	59		0%
61	**Mock Election**	**2 days**	**Thu 8/31/06**	**Fri 9/1/06**	**55**		**0%**
62	Create Mock Election Plan	2 hrs	Thu 8/31/06	Thu 8/31/06			0%
63	Create BOSS Database	2 hrs	Thu 8/31/06	Thu 8/31/06	62		0%
64	Proof Ballot Content	1 hr	Thu 8/31/06	Thu 8/31/06	63		0%
65	Create MBBs and DAU Cards	1 hr	Thu 8/31/06	Thu 8/31/06	64		0%
66	Prepare eSlate/eScan Voting Equipment	1 hr	Thu 8/31/06	Thu 8/31/06	65		0%
67	Print, Vote and Scan BN Ballots	2 hrs	Thu 8/31/06	Fri 9/1/06	66		0%
68	Setup Mock Polling Place Equipment	1 hr	Fri 9/1/06	Fri 9/1/06	67		0%
69	Early Vote and Election Day vote on eSlate/eScan/DAU	1 hr	Fri 9/1/06	Fri 9/1/06	68		0%
70	Read MBBs from BN, ABS IP and ED into Tally	1 hr	Fri 9/1/06	Fri 9/1/06	69		0%
71	Tabulate Results and Generate Reports	1 hr	Fri 9/1/06	Fri 9/1/06	70		0%
72	Conduct Mock Election Review	2 hrs	Fri 9/1/06	Fri 9/1/06	71		0%
73	Document Lessons Learned and Actions Required	1 hr	Fri 9/1/06	Fri 9/1/06	72		0%
74	**Workflow Process and Planning**	**2 days**	**Tue 9/5/06**	**Wed 9/6/06**	**61**		**0%**
75	**Ballot Generation**	**0.5 days**	**Tue 9/5/06**	**Tue 9/5/06**			0%
76	**Absentee Voting By-Mail**	**0.5 days**	**Tue 9/5/06**	**Tue 9/5/06**	**75**		**0%**
77	Ballot and Envelope Printing	0.5 hrs	Tue 9/5/06	Tue 9/5/06			0%
78	Ballot Mailing Preparation and Process	0.5 hrs	Tue 9/5/06	Tue 9/5/06	77		0%
79	Processing Returned Ballots	1 hr	Tue 9/5/06	Tue 9/5/06	78		0%
80	Scanning of Ballots	1 hr	Tue 9/5/06	Tue 9/5/06	79		0%
81	Ballot Board Processes	1 hr	Tue 9/5/06	Tue 9/5/06	80		0%
82	**Early Voting In-Person (EV IP)**	**0.5 days**	**Wed 9/6/06**	**Wed 9/6/06**	**76**		**0%**
83	Warehouse Procedures	1 hr	Wed 9/6/06	Wed 9/6/06			0%
84	Preparing Equipment for EV IP Locations	0.5 hrs	Wed 9/6/06	Wed 9/6/06	83		0%
85	Election Judge Training	0.5 hrs	Wed 9/6/06	Wed 9/6/06	84		0%
86	Voter Outreach and Education	0.5 hrs	Wed 9/6/06	Wed 9/6/06	85		0%
87	Equipment Delivery and Return	0.5 hrs	Wed 9/6/06	Wed 9/6/06	86		0%
88	Specific EV IP Procedures	0.5 hrs	Wed 9/6/06	Wed 9/6/06	87		0%
89	Hart Support	0.5 hrs	Wed 9/6/06	Wed 9/6/06	88		0%
90	**Election Day Voting**	**0.25 days**	**Wed 9/6/06**	**Wed 9/6/06**	**82**		**0%**
91	Warehouse Procedures	0.25 hrs	Wed 9/6/06	Wed 9/6/06			0%

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
92	Preparing Equipment for ED Locations	0.25 hrs	Wed 9/6/06	Wed 9/6/06	91		0%
93	Election Judge Training	0.25 hrs	Wed 9/6/06	Wed 9/6/06	92		0%
94	Voter Outreach and Education	0.25 hrs	Wed 9/6/06	Wed 9/6/06	93		0%
95	Equipment Delivery and Return	0.25 hrs	Wed 9/6/06	Wed 9/6/06	94		0%
96	Specific ED Procedures	0.25 hrs	Wed 9/6/06	Wed 9/6/06	95		0%
97	Hart Support	0.5 hrs	Wed 9/6/06	Wed 9/6/06	96		0%
98	**Central Counting Station Procedures**	**0.25 days**	**Wed 9/6/06**	**Wed 9/6/06**	**90**		**0%**
99	Workflow Process	0.5 hrs	Wed 9/6/06	Wed 9/6/06			0%
100	MBB Management	0.5 hrs	Wed 9/6/06	Wed 9/6/06	99		0%
101	Tally Procedures	0.5 hrs	Wed 9/6/06	Wed 9/6/06	100		0%
102	Reporting Requirements and Procedures	0.5 hrs	Wed 9/6/06	Wed 9/6/06	101		0%
152	**November 7, 2006 General Election**	**73.06 days**	**Mon 8/14/06**	**Wed 11/22/06**			**0%**
153	**Pre-Election Preparation**	**20.5 days**	**Mon 8/14/06**	**Tue 9/12/06**	**186SS-44 days**		**0%**
154	Ballot Language Certified	0 days	Mon 8/14/06	Mon 8/14/06			0%
155	Create BOSS Database	2 days	Mon 8/14/06	Tue 8/15/06	154		0%
156	Record Audio	5 days	Wed 8/16/06	Tue 8/22/06	155		0%
157	Proof Ballot Content	3 days	Wed 8/23/06	Fri 8/25/06	156		0%
158	Create MBBs and DAU Cards	1 day	Mon 8/28/06	Mon 8/28/06	157		0%
159	Round Trip eSlate and Ballot Now	1 day	Tue 8/29/06	Tue 8/29/06	158		0%
160	Pre-Election L&A Tests	3 days	Wed 8/30/06	Fri 9/1/06	159		0%
161	Create/Order Sample Ballots	0.5 days	Tue 9/5/06	Tue 9/5/06	160		0%
162	Absentee Voting In-Person Site layout	1 day	Tue 9/5/06	Wed 9/6/06	161		0%
163	eSlate Election Day Site Preparation	4 days	Wed 9/6/06	Tue 9/12/06	162		0%
171	**Conduct Election Worker Training**	**18 days**	**Mon 9/11/06**	**Wed 10/4/06**	**186SS-25 days**		**0%**
172	Early Voting Center Training	3 days	Mon 9/11/06	Wed 9/13/06			0%
173	Field Tech Training	2 days	Thu 9/14/06	Fri 9/15/06	172		0%
174	Train the Trainer	2 days	Mon 9/18/06	Tue 9/19/06	173		0%
175	Election Day Polling Place Operations Course	10 days	Wed 9/20/06	Tue 10/3/06	174		0%
176	Central Counting Staff	4 hrs	Wed 10/4/06	Wed 10/4/06	175		0%
177	Absentee Ballot Processing and Resolution Team	4 hrs	Wed 10/4/06	Wed 10/4/06	176		0%
164	**Absentee Voting By Mail (ABS)**	**28 days**	**Fri 9/29/06**	**Tue 11/7/06**	**186FS-29 days**		**0%**
165	Create Ballot Now Ballot Print Files	5 days	Fri 9/29/06	Fri 10/6/06			0%
166	Print Ballots	16 days	Fri 10/6/06	Mon 10/30/06	165		0%
167	Mail Ballots	16 days	Mon 10/9/06	Tue 10/31/06	166SS+1 day		0%
168	Receive Voted Ballots	18 days	Fri 10/13/06	Tue 11/7/06	166SS+5 days		0%

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
169	ABS Ballot Board Processing, Scanning and Resolution	6 days	Tue 10/31/06	Tue 11/7/06	168FS-6 days		0%
170	Write ABS Results to MBB	0.5 hrs	Tue 11/7/06	Tue 11/7/06	191FS-1 day		0%
178	**Early Voting In-Person (EV IP)**	**29.5 days**	**Mon 10/2/06**	**Wed 11/8/06**	**191FS-28.25 days**		**0%**
179	Marshall Equipment and Predefine JBCs for EV IP Locations	2 days	Mon 10/2/06	Tue 10/3/06			0%
180	Deploy Equipment to EV IP polling places	3 days	Wed 10/4/06	Fri 10/6/06	179		0%
181	Setup Polls	2 hrs	Mon 10/9/06	Mon 10/9/06	180		0%
182	Disburse Supplies	1 day	Mon 10/9/06	Tue 10/10/06	181		0%
183	Conduct Early Voting In-Person	20 days	Tue 10/10/06	Tue 11/7/06	182		0%
184	Secure Polls	2 hrs	Tue 11/7/06	Tue 11/7/06	183		0%
185	Return Equipment to Warehouse	3 days	Tue 11/7/06	Wed 11/8/06	184		0%
186	**Election Day (ED) Voting**	**18.31 days**	**Mon 10/16/06**	**Tue 11/7/06**			**0%**
187	Marshal ED Equipment	5 days	Mon 10/16/06	Fri 10/20/06	191FS-27.75 days		0%
188	Predefine JBCs for ED Locations	5 days	Wed 10/18/06	Tue 10/24/06	191FS-16.75 days		0%
189	Deploy Equipment to ED polling places	5 days	Mon 10/23/06	Mon 10/30/06	191FS-12.75 days		0%
190	Setup Polls	0.5 hrs	Mon 10/30/06	Mon 10/30/06	189FS-0.5 days		0%
191	Conduct ED Voting	12 hrs	Tue 11/7/06	Tue 11/7/06			0%
192	Close Polls	0.5 hrs	Tue 11/7/06	Tue 11/7/06	191		0%
193	Modem Unofficial Results using Rally	0.3 hrs	Tue 11/7/06	Tue 11/7/06	191		0%
194	Secure Polls	0.3 hrs	Tue 11/7/06	Tue 11/7/06	191		0%
195	**Central Counting Station Operations**	**12.48 days**	**Mon 10/23/06**	**Tue 11/7/06**			**0%**
196	Setup CCS	1 day	Mon 10/23/06	Tue 10/24/06	186FS-12.35 days		0%
197	Tally Room Testing	3 days	Tue 10/24/06	Fri 10/27/06	196		0%
198	**Tabulate Election Results**	**0.5 days**	**Tue 11/7/06**	**Tue 11/7/06**	**186FS-1 day**		**0%**
199	Ballot Now MBBs to Tally	1 hr	Tue 11/7/06	Tue 11/7/06			0%
200	Early In-Person MBBs to Tally	1 hr	Tue 11/7/06	Tue 11/7/06	199		0%
201	Election Day MBBs to Tally	2 hrs	Tue 11/7/06	Tue 11/7/06	200		0%
202	**Generate Reports**	**4 hrs**	**Tue 11/7/06**	**Tue 11/7/06**	**198**		0%
203	**Write Election Data to CD**	**1 hr**	**Tue 11/7/06**	**Tue 11/7/06**	**202**		0%
204	**Post-Election Warehousing**	**7 days**	**Wed 11/8/06**	**Fri 11/17/06**	**186FS+1 day**		**0%**
205	Return all HVS Equipment to Warehouse	5 days	Wed 11/8/06	Wed 11/15/06			0%
206	HVS Polling Equipment Back-Up and Reset	5 days	Fri 11/10/06	Fri 11/17/06	205FS-3 days		0%
207	**Post-Election Review**	**2.5 days**	**Mon 11/20/06**	**Wed 11/22/06**	**204FS+0.25 days**		**0%**
208	Conduct Post Election Analysis	2 days	Mon 11/20/06	Wed 11/22/06			0%
209	Accomplish Joint Review with Customer	0.5 days	Wed 11/22/06	Wed 11/22/06	208		0%

Client#: 15330 HARTINTI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/06

PRODUCER
USI Southwest, Inc. Austin /CL
8900 Shoal Creek, Suite 400
Austin, TX 78757-6853
512 451-7555

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, TX 78728

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	9999
INSURER B: Texas Pacific Indemnity Company	9999
INSURER C: Federal Insurance Company	9999
INSURER D: American Int'l Specialty Lines Ins C	9999
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	35754146DAL	08/01/05	08/01/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $Included $10,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	73501626	08/01/05	08/01/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	79219771	08/01/05	08/01/06	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71708257	08/01/05	08/01/06	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
D		OTHER E&O	4937660	09/07/05	09/07/06	$4,000,000 Each Occurrence & Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **
Hart InterCivic, Inc.
Hart Forms & Services, Inc.
Hart Information Services
(See Attached Descriptions)

CERTIFICATE HOLDER

County of San Mateo,
Elections Office,
Attn: David Tom
40 Tower Rd.
San Mateo, CA 94402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Hart Election Services
Synegraph Corporation
Texas County Printing
World Wide Election Systems, Inc.
Metro Graphic Press

County of San Mateo is Additional Insured with respect to the following policies: General Liability and Automobile
Waiver of Subrogation is issued in favor of the Certificate Holder with respect to the following policies: General Liability, Automobile and Workers Compendation.

General Liability is Primary.

Attachment 2

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Hart InterCivic, Inc.
Contact Person: Ted Simmonds
Address: 15500 Wells Port Drive
Austin, Texas 78728
Phone Number: 512-252-6400
Fax Number: 512-252-6556

II. Employees

Does the Contractor have any employees? ☑ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☑ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III. Equal Benefits Compliance (Check one)

☑ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

_____
Signature

Ted Simmonds
Name (Please Print)

Senior Vice President/COO
Title

July 20, 2006
Date

ATTACHMENT 3

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☑ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

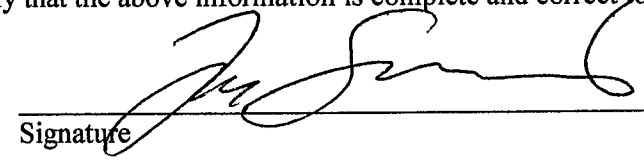
Kathy Jenkins
Name of 504 Person - Type or Print

Hart InterCivic, Inc.
Name of Contractor(s) - Type or Print

15500 Wells Port Drive
Street Address or P.O. Box

Austin, Texas 78728
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.



Signature

Senior Vice President/COO
Title of Authorized Official

July 20, 2006
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."